



**Recycling Technical Assistance Project # 522**

**Upper Nazareth Township  
Northampton County, Pennsylvania**

**Mandatory Recycling Program**

*Sponsored by the Pennsylvania Department of Environmental Protection  
through the Pennsylvania State Association of Township Supervisors*

**FINAL REPORT**

June 2013

## **MSW CONSULTANTS**

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# RECYCLING TECHNICAL ASSISTANCE PROJECT # 522

## UPPER NAZARETH TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

### *MANDATORY RECYCLING PROGRAM*

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#### 1. STATEMENT OF THE PROBLEM

Upper Nazareth Township, Northampton County, became a Pennsylvania Act 101 of 1988 mandatory recycling community as a result of its population determined by the 2010 decennial census. With 6,231 residents and a population density exceeding 300 persons per square mile, the Township must enact an ordinance requiring mandatory residential curbside recycling and recycling programs for commercial, institutional and municipal establishments. The 7.35 square mile suburban community has few businesses but is home to the Nazareth Area High School and Northampton County's



Gracedale Nursing Home, both of which will be impacted by the Township's recycling ordinance when it becomes effective. A looming challenge for the Township is whether to enter into an agreement for contracted municipal solid waste (MSW) and recycling collection as a replacement to the present individual subscription, multi-hauler service.

#### 2. SUMMARY OF WORK COMPLETED

MSW Consultants outlined the Pennsylvania Act 101 of 1988, and Act 140 of 2006 (amending Act 101), requirements for the Township. The Township's recycling and open burning ordinances were reviewed and critiqued by MSW Consultants. Site visits to the Township's yard waste transfer facility and a local permitted composting facility were conducted. A model bid for services/contract for single hauler MSW and recycling collection and disposition was provided to the Township.

##### 2.1 OUTLINE RECYCLING REQUIREMENTS FOR ACT 101 MANDATORY RECYCLING COMMUNITIES

Upper Nazareth Township has been notified by the Pennsylvania Department of Environmental Protection (PA DEP) of the Township's need to comply with Act 101 by April 5, 2014. MSW Consultants provided the Township with an excerpt of Chapter 15 of Act 101 and an outline of the Act 101-mandated municipality recycling requirements on April 2, 2013 (Appendix A and B, respectively). An Act 140 compliance checklist (Appendix C) was provided during a site visit on May 23, 2013.

It should be noted that Act 140 requires municipalities seeking Act 101 Recycling Performance grant funds to require by ordinance that all residents have MSW and recycling collection. The Township is currently weighing whether to contract for exclusive MSW and recycling collection, or to continue the multi-hauler individual subscription collection system that is presently in place within Upper Nazareth Township.

According to a Recycling Technical Assistance report completed for Williams Township, Northampton County in April 2013, twenty (20) Northampton County municipalities, including Nazareth Borough, presently contract for single hauler collection. Contracted collection service promotes greater recycling participation due to ensured enrollment of all households in the service and consistency in recycling methods across the community. Reporting of recycling data (types and weight of collected recyclables) is simplified since the municipality needs to deal with just one hauler servicing its residential premises and further, reporting can be required under the terms of the contract. Good recycling data is important to support annual municipal applications for Act 101 Section 904 Recycling Performance Grants.

Contracted collection also affords community and environmental benefits, chiefly through the reduction of the number of collection trucks servicing the community on any given day. Fewer trucks can translate into reduced roadway impacts, fewer air emissions, less noise, and reduced exposure to road safety issues for the public.

Northampton County townships with single-hauler contacted collection include Allen Twp., Forks Twp., Hanover Twp., Palmer Twp., Plainfield Twp., Upper Mt. Bethel Twp., and Washington Twp.

PA DEP awarded Upper Nazareth Township an Act 101 Section 902 recycling grant in the amount of \$237,032 in February 2013 to help implement the Township's recycling program. The grant included funds for recycling public education and the purchase of approximately 2,500 96-gallon curbside recycling containers. Pursuant to Act 101, Section 1501 (d), the education program must begin no later than 30 days prior to implementation of the Township's recycling program.

## **2.2 REVIEW OF CURRENT DRAFT RECYCLING ORDINANCE AND EXISTING BURNING ORDINANCE**

MSW Consultants reviewed the existing Upper Nazareth Township Recycling Ordinance No. 152, a revised ordinance proposed by the Township's Solicitor dated June 11, 2012, and the Township's open burning ordinance No. 58. It was determined that the language of the burning ordinance will adequately prohibit the burning of designated recyclables and leaf waste once the recycling ordinance is effective. The existing and proposed revised recycling ordinances had shortcomings, particularly with the language of definitions and other wording that is inconsistent with Act 101.

Comments on the ordinances and suggested replacement definitions were provided to the Township on April 3, 2013. The comments on the existing and proposed recycling ordinances appear in Appendix D. The recommended definitions can be found in Appendix E.

The PA DEP recycling grant awarded to Upper Nazareth Township included project development funds toward legal services to develop a recycling ordinance. A new recycling ordinance should be adopted and effective by the Township's Act 101 compliance date, April 5, 2014.

## 2.3 DEVELOP ALTERNATIVES FOR COLLECTION AND MANAGEMENT OF LEAF WASTE

Upper Nazareth Township meets Act 101 requirements for leaf waste collection (Appendix F). The



Township provides residential vacuum leaf collection in the fall. Leaves are interred into a field at a local farm under the authority of a PA DEP Permit-by-Rule. As an alternative to the Act 101 requirement for monthly collection of leaf waste, the Township manages a drop-off facility for residential leaf and yard waste. The drop-off facility is located next to the Township's East Side Maintenance Building at 155 Freidensthal Avenue near the Nazareth Area Middle School. A gated entrance at the facility restricts access during off-hours. The photo at left shows the entrance gate to the leaf and yard

waste drop-off facility. The exit from the facility is also gated.

Upper Nazareth Township does not process leaf or yard waste at its drop-off facility. The Township's Road Supervisor routinely places dropped-off leaf and yard waste into a 40 cubic yard roll-off container, shown at right. The roll-off container is pulled about 10 times a year under the terms of an annual contract. The PA DEP recycling grant awarded to the Township in 2013 included funds for a wood chipper. The grant also earmarked funds for improvements to the drop-off facility including concrete bunker blocks and paving.



MSW Consultants determined the location of PA DEP permitted composting sites in the area, including a new facility requiring a carbon source to mix with nitrogen content food residuals for aerated static pile composting. The American BioSoils & Composting facility is located in the ABE Easton Quarry about eight (8) miles from the Township (pictured at left). A site visit was made to the location on May 23, 2013. The composting pad was awaiting asphalt paving at the time of the visit



Table 2.1 lists three PA DEP permitted composting facilities, their locations and proximity to Upper Nazareth Township.

**Table 2.1 Permitted Composting Facilities in Proximity to Upper Nazareth Township**

<b>Facility Name</b>	<b>Location 1</b>	<b>Location 2</b>	<b>Phone</b>	<b>Distance * (miles)</b>
American BioSoils & Composting ABE Materials – Easton Quarry	5137 Lower Mud Run Road	Easton, PA 18040	(610) 454-9635	6.8 - 9.2
American BioSoils & Composting Huckleberry Associates	4359 Huckleberry Road	Allentown, PA 18104	(610) 454-9635	21.7 - 31.7
First Regional Composting Authority East Allen Township	6701 Weaversville Road	Northampton, PA 18067	(610) 262-1000	11.5 - 17.4
* Distance is dependent upon route				

American BioSoils & Composting expressed interest in receiving wood chips from the Township for its ABE Easton Quarry operation. The wood chips would be used as a bulking agent in the food residuals composting process. Interest was also expressed to provide finished compost to the Township for residential pick-up at the yard waste drop-off facility.

## **2.4 PROVIDE MODEL BID FOR SERVICES/CONTRACT FOR MUNICIPAL SOLID WASTE AND RECYCLING COLLECTION**

Mechanicsburg Borough, Cumberland County with approximately 4,000 households and a population of nearly 9,000, has successfully procured contracted, single hauler MSW and recycling collection using the bid document appearing in Appendix G. Once a contract is awarded to a successful bidder, the bid document becomes the binding contract. The term of the contract is three years with one two-year renewal at the option of both parties.

Similar to Upper Nazareth Township, Mechanicsburg has fall vacuum leaf collection and a facility for drop-off of leaf waste by residents and their contractors. Grass clippings, however, are not accepted at the compost facility. It should be noted that grass clippings are not part of the Act 101 definition of leaf waste and as such are not required to be curbside collected. Mechanicsburg promotes grasscycling through the use of mulching mowers, and back yard composting, as grass clippings collection alternatives.

The Mechanicsburg Borough collection contract established an on-call system for residential curbside collection of leaf waste during spring through late fall. Residents must contact the Borough Office by Wednesday to schedule Thursday collection by the contractor. The contractor is obligated to deliver the leaf waste to the Borough’s composting facility. Additional details can be found in Appendix H.

A unique feature of the Mechanicsburg collection contract is an optional “Pay-per-bag” system for households that choose to participate. It is particularly popular with older residents and single occupancy households; however, only approximately 150 of 4,000 households participate. These households must purchase a minimal number of specially colored and labeled 32-gallon plastic bags annually for their MSW needs. Under the current contract, the minimum number of bags is 16 at a

cost of \$3.00 each. Additional bags can be purchased at the Borough office for \$3.00 each. Recycling collection is included in the cost of the bags. Participants in the program pay a minimum of \$48/year for Pay-per-bag collection, or approximately 1/4 of the cost for collection of a maximum of three 32-gallon containers/week.

Mechanicsburg's collection contract also provides for collection and disposition of MSW and recyclables from Mechanicsburg's annual "Jubilee Day," the largest one-day street fair on the East Coast.

### **3. POSSIBLE SOLUTIONS**

It was the nature of this Recycling Technical Assistance project to provide specific guidance on the recycling requirements of Pennsylvania's Act 101 of 1988, to which the Township must comply by April 5, 2014, and to identify a finite set of solutions as part of the scope of services for this effort. Accordingly, it was not the intent of this project to seek out a range of options for consideration by the Township, and leaving the Township to select whichever option(s) it deemed most appropriate.

### **4. RECOMMENDATION**

Based on the steps performed in Section 2 above, it is recommended that the Township implement the following:

- ◆ Take all identified steps to comply with Act 101 mandates for recycling program implementation;
- ◆ Integrate the input provided in this study when updating Township ordinances related to recycling and open burning prevention;
- ◆ Consider the benefits of single-hauler contracted collection to ensure Township-wide participation in recycling and waste collection;
- ◆ Use the model bid for services/contract as a point of departure for soliciting competitive bids from all haulers presently servicing residential accounts in the Township;
- ◆ Utilize PA DEP grant funds to upgrade the East Side Maintenance Building yard waste drop-off facility and its operation;
- ◆ Evaluate PA DEP permitted composting facility options for the disposition of leaves vacuumed in the fall and residential yard waste collected at the yard waste drop-off facility;
- ◆ Ensure that all Township residents, businesses and institutional establishments are notified of the Township's Act 101 recycling program features and requirements at least 30 days prior to the implementation of the program and at least every six months thereafter.



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**APPENDIX A**  
**ACT 101 CHAPTER 15**

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CHAPTER 15  
RECYCLING AND WASTE REDUCTION

Section 1501. Municipal implementation of recycling programs.

(a) Large population.-Within two years after the effective date of this act, each municipality other than a county that has a population of 10,000 or more people shall establish and implement a source-separation and collection program for recyclable materials in accordance with this section. Population shall be determined by the most recent decennial census by the Bureau of the Census of the United States Department of Commerce.

(b) Small population.-Within three years after the effective date of this act, each municipality other than a county that has a population of more than 5,000 people but less than 10,000 people, and which has a population density of more than 300 people per square mile, shall establish and implement a source-separation and collection program for recyclable materials in accordance with this section. Population shall be determined based on the most recent decennial census by the Bureau of the Census of the United States Department of Commerce.

(c) Contents.-The source-separation and collection program shall include, at a minimum, the following elements:

(1) An ordinance or regulation adopted by the governing body of the municipality, requiring all of the following:

(i) Persons to separate at least three materials deemed appropriate by the municipality from other municipal waste generated at their homes, apartments and other residential establishments and to store such materials until collection. The three materials shall be chosen from the following: clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper and plastics. Nothing in the ordinance or regulation shall be deemed to impair the ownership of separated materials by the person who generated them unless and until such materials are placed at curbside or similar location for collection by the municipality or its agents.

(ii) Persons to separate leaf waste from other municipal waste generated at their homes, apartments and other residential establishments until collection unless those persons have otherwise provided for the composting of leaf waste. The governing body of a municipality shall allow an owner, landlord or agent of an owner or landlord of multifamily rental housing properties with four or more units to comply with its responsibilities under this section by establishing a collection system for recyclable materials at each property. The collection system must include suitable containers for collecting and sorting materials, easily accessible locations for the containers and written instructions to the occupants concerning the use and availability of the collection system. Owners, landlords and agents of owners or landlords who comply with this act shall not be liable for the noncompliance of occupants of their buildings.

(iii) Persons to separate high grade office paper, aluminum, corrugated paper and leaf waste and other materials

deemed appropriate by the municipality generated at commercial, municipal or institutional establishments and from community activities and to store the material until collection. The governing body of a municipality shall exempt persons occupying commercial, institutional and municipal establishments within its municipal boundaries from the requirements of the ordinance or regulation if those persons have otherwise provided for the recycling of materials they are required by this section to recycle. To be eligible for an exemption under this subparagraph, a commercial or institutional solid waste generator must annually provide written documentation to the municipality of the total number of tons recycled.

(2) A scheduled day, at least once per month, during which separated materials are to be placed at the curbside or a similar location for collection.

(3) A system, including trucks and related equipment, that collects recyclable materials from the curbside or similar locations at least once per month from each residence or other person generating municipal waste in the county or municipality. The municipality, other than a county, shall explain how the system will operate, the dates of collection, the responsibilities of persons within the municipality and incentives and penalties.

(4) Provisions to ensure compliance with the ordinance, including incentives and penalties.

(5) Provisions for the recycling of collected materials.

(d) Notice.—Each municipality subject to this section shall establish a comprehensive and sustained public information and education program concerning recycling program features and requirements. As a part of this program, each municipality shall, at least 30 days prior to the initiation of the recycling program and at least once every six months thereafter, notify all persons occupying residential, commercial, institutional and municipal premises within its boundaries of the requirements of the ordinance. The governing body of a municipality may, in its discretion as it deems necessary and appropriate, place an advertisement in a newspaper circulating in the municipality, post a notice in public places where public notices are customarily posted, including a notice with other official notifications periodically mailed to residential taxpayers or utilize any combination of the foregoing.

(e) Implementation.—

(1) Except as provided in paragraph (2), a municipality shall implement its responsibilities for collection, transportation, processing and marketing materials under this section in one or both of the following ways:

(i) Collect, transport, process or market materials as required by this section.

(ii) Enter into contracts with other persons for the collection, transportation, processing or marketing of materials as required by this section. A person who enters into a contract under this subsection shall be responsible with the municipality for implementation of this section.

(2) Nothing in this section requires a municipality to collect, transport, process and market materials or to contract for the collection, transportation, processing and marketing of

materials from establishments or activities where all of the following are met:

(i) The municipality is not collecting and transporting municipal waste from such establishment or activity.

(ii) The municipality has not contracted for the collection and transportation of municipal waste from such establishment or activity.

(iii) The municipality has adopted an ordinance as required by this section, and the establishment or activity is in compliance with the provisions of this section.

(f) Preference.-In implementing its recycling program, a municipality shall accord consideration for the collection, marketing and disposition of recyclable materials to persons engaged in the business of recycling on the effective date of this act, whether or not the persons were operating for profit.

(g) Recycling by operator.-An operator of a landfill or resource recovery facility may contract with a municipality to provide recycling services in lieu of the curbside recycling program. The contract must ensure that at least 25% of the waste received is recycled. The economic and environmental impact of the proposed technology used for the recycling shall receive prior approval from the department.

(h) Alternative program.-A municipality shall be deemed to comply with this section through the use and operation of a recycling facility if it demonstrates all of the following to the department's satisfaction:

(1) Materials separated, collected, recovered or created by the recycling facility can be marketed as readily as materials collected through a curbside recycling program.

(2) The mechanical separation technology used in the recycling facility has been demonstrated to be effective for the life of operations at the facility.

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**APPENDIX B**

**ACT 101 MANDATED MUNICIPALITY  
RECYCLING REQUIREMENTS**

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# **Municipal Waste Planning, Recycling and Waste Reduction Act 101 of 1988 as amended by Act 140 of 2006**

## **Municipality Compliance Checklist**

### **Purpose:**

- Encourage the development of waste reduction and recycling as a means of managing municipal waste, conserving resources and supplying energy through planning, grants and other incentives.
- Protect the public health, safety and welfare from the short- and long-term dangers of transportation, processing, treatment, storage and disposal of municipal waste.

### **Goals:**

- An initial goal of Act 101 was to recycle at least 25% of all municipal waste and source separated recyclable materials generated which was achieved.
- An on-going goal is for each person living or working to be taught the economic, environmental and energy value of recycling and waste reduction and be encouraged through a variety of means to participate in such activities.

### **Municipal Applicability:**

- *Act 101 Mandated Municipality* - A population of at least 10,000 or a population of at least 5,000 with a population density of at least 300 people per square mile. Population is determined by the most recent decennial census conducted by the Bureau of the Census of the US Department of Commerce.
- *Act 140 Mandated Municipality* – A municipality also mandated by Act 101 or a population of less than 10,000 or a population density less than 300 people per square mile receiving more than \$10,000 in Performance Grant funding.

## Act 101 Mandated Municipality Recycling Requirements

Check if requirements are met

**Mandate These Residential Recycling Requirements by Ordinance:**

- At least three (3) of the following materials must be separated from MSW and collected curbside to be recycled at least once per month: clear and/or colored glass, aluminum cans, steel & bimetallic cans, office paper, newsprint, corrugated paper and plastics. **Materials required by ordinance:** \_\_\_\_\_

\_\_\_\_\_

- Leaf waste must be separated from MSW and collected to be composted at least once per month. (If a nearby DEP permitted compost facility allows Township residents to drop off leaf waste 1x/month, the Township must have a spring brush collection, a fall leaf collection, and advertise the availability of the compost facility, but is not required to collect leaf waste 1x/month). **Collection method and frequency (include the name and location of the local compost facility if spring/fall collection is the only method provided by the municipality:** \_\_\_\_\_

\_\_\_\_\_

**Mandate These Multi-Family Residential Recycling Requirements by Ordinance** (If multi-family residential units are not mandated to participate in the residential recycling program above):

- The owner or landlord, or agent of the owner or landlord, must establish a collection system for recyclable materials at each property. The collection system must include suitable containers for collecting and sorting materials, easily accessible locations for the containers and written instructions to the occupants concerning the use and availability of the collection system.

- At least three (3) of the following materials must be separated and collected to be recycled at least once per month: clear and/or colored glass, aluminum cans, steel & bimetallic cans, office paper, newsprint, corrugated paper and plastics. **Materials required by ordinance:** \_\_\_\_\_

\_\_\_\_\_

- Leaf waste must be separated from MSW and collected to be composted at least once per month. (If a nearby DEP permitted compost facility allows Township residents to drop off leaf waste 1x/month, the Township must have a spring brush collection, a fall leaf collection, and advertise the availability of the compost facility, but is not required to collect leaf waste 1x/month).

**Mandate These Municipal, Commercial and Institutional Establishment Requirements by Ordinance:**

- At a minimum, office paper, aluminum cans and corrugated paper must be separated from MSW and collected to be recycled.

- Leaf waste must be separated from MSW and collected to be composted.

**Mandate These Other Requirements by Ordinance:**

- At Community Activities (with 200 or more participants), a minimum of office paper, aluminum cans, corrugated paper and leaf waste must be separated and collected to recycle.

- The burning of all municipally designated recyclable materials, including leaf waste, must be prohibited.

- The Township has a **residential** educational program that provides clear and comprehensive information through two of these mediums: newsletters, website, public displays, workshops, public announcements, and legal ads. *If print mediums only are used, one print medium must be used every 6 months.*
  - Minimum educational information to include: how the program operates, the dates of collections (MSW, recycling and leaf and yard waste), the responsibilities of Township persons (recycling coordinator, codes enforcement, etc.), incentives and penalties and phone number for questions and complaints.
  - At least once a year, one of the educational mediums must be in print form.  
**Educational medium 1:** \_\_\_\_\_  
**Educational medium 2:** \_\_\_\_\_
- The Township has a **commercial, institutional and municipal** educational program which provides clear and comprehensive information at least every six months through one these mediums: newsletters, informational materials distributed with data collection forms to all commercial establishments, website, public displays, workshops, public announcements, and legal ads. *If print mediums only are used, one print medium must be used every 6 months.*
  - Minimum educational information to include: requirements of the MSW/Recycling ordinance (Mandatory recycling and leaf and yard waste separation and collection), the responsibilities of commercial, institutional and municipal entities, the responsibilities of Township persons (recycling coordinator, codes enforcement, etc.), incentives and penalties, and a phone number for questions and complaints.
  - At least once a year, one of the educational mediums must be in print form.  
**Educational medium 1:** \_\_\_\_\_  
**Educational medium 2:** \_\_\_\_\_
- The Township has a program of enforcement that periodically monitors participation, receives complaints and issues warnings for required participants and provides fines, penalties, or both, in its recycling ordinance.
  - A person has been assigned enforcement responsibilities: \_\_\_\_\_
  - A phone number for the public to call with complaints is to be included in the educational materials.
- The Township has provisions, participates in a county or multi-municipal program, or facilitates a private sector program for the recycling of special materials. *Advertisement and promotion of any Northampton County Household Hazardous Waste (HHW) collection program, electronics collection program or tire collection program meets this requirement.*
- The Township Sponsors a program, facilitates a program or supports an organization to address illegal dumping and/or littering problems. **Program and/or Organization name:** \_\_\_\_\_  
\_\_\_\_\_
- Has a person or entity designated as the recycling coordinator who is responsible for program administration, public education, data management, program evaluation and compliance.

- |                          | Name  | Phone | Email |
|--------------------------|---|-------|-------|
| <input type="checkbox"/> | On or before February 15 of each year, the Townships submits annual residential recycling reports and recycling reports from commercial, institutional and municipal establishments and community activities to the Northampton County Recycling Coordinator. |       |       |

Adapted from a form prepared by the York County Solid Waste Authority

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**APPENDIX C**  
**ACT 140 MUNICIPAL COMPLIANCE CHECKLIST**

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**Pennsylvania**  
**Municipal Waste Planning, Recycling and Waste Reduction**  
**Act 101 of 1988 as amended by Act 140 of 2006**

**Municipality Compliance Checklist**

**Purpose:**

- Encourage the development of waste reduction and recycling as a means of managing municipal waste, conserving resources and supplying energy through planning, grants and other incentives.
- Protect the public health, safety and welfare from the short- and long-term dangers of transportation, processing, treatment, storage and disposal of municipal waste.

**Goals:**

- An initial goal of Act 101 was to recycle at least 25% of all municipal waste and source separated recyclable materials generated which was achieved.
- An on-going goal is for each person living or working to be taught the economic, environmental and energy value of recycling and waste reduction and be encouraged through a variety of means to participate in such activities.

**Municipal Applicability:**

- *Act 101 Mandated Municipality* - A population of at least 10,000 or a population of at least 5,000 with a population density of at least 300 people per square mile. Population is determined by the most recent decennial census conducted by the Bureau of the Census of the US Department of Commerce.
- *Act 140 Mandated Municipality* – A population of less than 10,000 or a population density less than 300 people per square mile receiving more than \$10,000 in Performance Grant funding.

## Act 140 Mandated Municipality Requirements

Check if requirements are met

- The Municipality has an Ordinance requiring all residential dwelling units (including multi-family) to have waste and recycling collection service.

Residential requirements:

- At least three (3) of the following materials must be separated and collected at least once a month curbside or at a designated location if multi-family: clear and/or colored glass, aluminum cans, steel & bimetallic cans, office paper, newsprint, corrugated paper and plastics.

**Materials required by ordinance:** \_\_\_\_\_

\_\_\_\_\_

- Leaf waste (leaves, garden residues, shrubbery and tree trimmings) must be collected at least once a month curbside or at a designated location if multi-family. (If a DEP permitted compost facility nearby allows residents to drop off leaf waste 1x/mo., the municipality must have a spring brush collection and fall leaf collection, but does not have to collect 1x/mo.).

**Collection method and frequency (include name and address of local compost facility if spring/fall collection only is the method the municipality uses):** \_\_\_\_\_

\_\_\_\_\_

- A schedule for the collection of recyclable materials and leaf waste is established and provided to the public. **This can be found:** \_\_\_\_\_

- Prohibits, by Ordinance, the burning of municipally mandated recyclable materials, including leaf waste.
- Has a residential educational program which provides clear and comprehensive information at least every six months through one these mediums: newsletters, website, public displays, workshops, public announcements, and legal ads.
  - Minimum educational information to include: how the program operates, the dates of collections, the responsibilities of municipal persons (recycling coordinator, codes enforcement, etc.), burn ban of designated recyclables and leaf waste, incentives, penalties and phone number for questions and complaints.
  - At least once a year, one of the educational mediums must be in print form.

**Printed form:** \_\_\_\_\_

**2<sup>nd</sup> form:** \_\_\_\_\_
  - Promotes recycling to the commercial, institutional and municipal establishments and community activities. **Explain how:** \_\_\_\_\_

\_\_\_\_\_



## Act 140 Mandated Municipality Requirements

Check if requirements are met

- Has a program of enforcement that periodically monitors participation, receives complaints and issues warnings for required participants and provides fines, penalties, or both, in its recycling ordinance.
  - A person has been assigned enforcement responsibilities.
  - A phone number for the public to call with complaints is included in the educational materials.
- Has provisions, participates in a county or multi-municipal program or facilitates a private sector program for the management of special materials. Advertisement of any Northampton County Household Hazardous Waste (HHW), Electronics or other special collection program meets the requirement.

Provides education and promotes any county-wide drop-off services provided by Northampton County, which includes materials accepted from households at the HHW collection, electronics collection and tire collection programs.

- Sponsors a program, facilitates a program or supports an organization to address illegal dumping and/or littering problems.

**Program or Organization name:** \_\_\_\_\_

- Has a person or entity designated as the recycling coordinator who is responsible for program administration, public education, data management, program evaluation and compliance.

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Name	Phone	Email
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- On or before February 15 of each year, submits annual recycling reports from commercial, institutional and municipal establishments and community activities to the Northampton County Recycling Coordinator.

Adapted from a form prepared by the York County Solid Waste Authority

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# APPENDIX D

## RECYCLING ORDINANCE REVIEW

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**Review of Upper Nazareth Township  
Recycling, Open Burning and Generic Solid Waste Ordinances  
April 3, 2013**

A review of the Township of Upper Nazareth Ordinance No. 152 (recycling ordinance) enacted July 18, 2012 has been completed, as well as reviews of the Township's Ordinance No. 58, restricting open fires and burning, and the Generic Solid Waste Ordinance document titled Collection of Municipal Solid Waste.

1. The following comments pertain to the proposed draft recycling ordinance.

PART 1 – GENERAL

SECTION 1.03, DEFINITIONS

A number of definitions in the Ordinance are inconsistent with Pennsylvania's Municipal Waste Regulations, Title 25, Section 271.1. Several of the definitions could impact compliance with the requirements of Pennsylvania's recycling law, Act 101 of 1988, Section 1501. It is recommended that the Ordinance definitions be amended accordingly. A list of the terms and proper definitions requiring change or addition is attached. The following discussion will highlight the needed changes:

Definition H. Commercial Establishment includes "apartment buildings with four or more units" and "mobile home parks, condominiums and townhouse, or a similar type of development." These are residential properties. Act 101 Section 1501 (c) (1) (i) specifies a list of materials to be considered for inclusion in a recycling ordinance that must be separated by residents of homes, apartments and other residential establishments. Act 101 Section 1501 (c) (1) (ii) includes similar requirements for leaf waste, and includes a provision for compliance by an owner, landlord, or agent of an owner or landlord of "multifamily rental housing properties with four or more units.

Definition J. Community Activity does not specify that the activities include those that are attended by 200 or more people. The Municipal Waste Regulations definition is provided in the attachment.

Definition K. Composting is in the spirit of the Municipal Waste Regulations definition but is not precise.

A definition for "Composting facility" should be added and is included in the attachment.

Definition H. Hauler The following definition from the Generic Solid Waste Ordinance is more descriptive and clarifies that licensing is conducted by the Commonwealth. "Licensed Hauler - Any owner of a waste transportation vehicle licensed under Pennsylvania Act 90."

Definition T, Institutional is in the spirit of the Municipal Waste Regulations but is not consistent with the regulatory definition of "Institutional Establishment."

Definition V. Leaf waste is in the spirit of the Municipal Waste Regulations definition but is not precise.

Definition X. Multi-Family Dwelling: This is a term that is not defined by the Municipal Waste Regulations. It is recommended that it be changed to "Multi-Family Housing Properties" (consistent with Section 107 of Ordinance No. 152). The definition should not refer to "five (5) or more units" but should instead refer to "four (4) or more units" in order to be consistent with the requirements of Act 101 Section 1501 (c) (1) (ii).

"Municipal Establishments" are not defined in the Ordinance. While there is no statutory or regulatory definition for "Municipal Establishments," the definition of "Municipal" in the existing Ordinance can suffice. Ordinance No, 152 specifies recycling requirements for Commercial, Municipal and Institutional Establishments in Sections 1.08 and 1.10.

Definition Z. Municipal Waste has a misplaced comma between the words “industrial” and “lunchroom,” which affects the meaning. Although the definition is correct in stating that the term does not include source separated recyclable materials, it is recommended that the definition be replaced with the Municipal Waste Regulations definition, which also appears in the Generic Solid Waste Ordinance document titled Collection of Municipal Solid Waste.

Definition CC. Person should be replaced by the Municipal Waste Regulations definition for the term. Please note that the term “Person” in the Generic Solid Waste Ordinance is also inconsistent with the Municipal Waste Regulations definition.

Definition DD. Plastic Containers states that the materials to be recycled will “...be designated by resolution of the Upper Nazareth Township Supervisors.” This is an acceptable approach, especially considering the evolving ability to market additional types of plastics. However, action by the Supervisors is required to adopt the resolution.

Definition EE. Recyclables states “...materials designated as recyclable in this Ordinance (or any amendment hereto)...” No designation of recyclables was identified in the review of Ordinance No.152. It is recommended that the recyclables be designated by Resolution, as was the approach with designating Plastic Containers to be recycled (above). This will allow flexibility to adapt to the recyclable materials that can be marketed by existing and future licensed haulers serving the Township. Recyclables, including plastic containers, could be designated in a single Resolution.

Definition FF. Recycling is in the spirit of the Municipal Waste Regulations definition but is inconsistent with that language. The Municipal Waste Regulations definition is provided in the attachment.

Definition GG. Recycling Facility includes language borrowed from the Municipal Waste Regulations definition for Resource Recovery Facility. It is recommended that the list of items (1) through (4) be dropped from the definition. Without that list, the definition of Recycling Facility is consistent with the Municipal Waste Regulations definition.

Definition JJ. Residential Establishment refers to “...apartment buildings containing “five (5) or more units...” “Four (4) or more units” should be specified in order to be consistent with Act 101 Section 1501 (c) (1) (ii) requirements.

Definition KK. Resource Recovery Facility is similar to the Municipal Waste Regulations definition but is not precise. The Municipal Waste Regulations definition of Resource Recovery Facility should be substituted.

A definition for “Source Separated Recyclable Materials” should be added. The Municipal Waste Regulations definition for the term is provided in the attachment.

Definition QQ. Waste is not consistent with the Municipal Waste Regulations. The Municipal Waste Regulations definition for the term is provided in the attachment.

Definition RR. Yard Waste is not consistent with the Municipal Waste Regulations. Please note that the Municipal Waste Regulations definition of “Yard waste” is essentially the definition of “Leaf waste” plus grass clippings.

## PART II – RECYCLING

Section 1.05 - The term “stored” should be substituted for the term “disposed” in order to be consistent with the provisions of Act 101 Section 1501 (c).

Section 1.06 – It is recommended that the words “DISPOSAL OR” be removed from the title. The reference to “(GREATER THAN 4 UNITS)” should read “(GREATER THAN FOUR OR MORE UNITS).” The meaning of the last sentence in the first paragraph is unclear: “If any recyclables are picked up, then all recyclables generated at the property shall be made available for collection.” The recyclables to be collected will be those designated for separation and storage until collection by the Township’s ordinance (and presumably listed in a follow-up Resolution).

Section 1.07 - It is recommended that the words “DISPOSAL OR” be removed from the title. The term “Multi-Family Housing Properties” (consistent with Section 107 of Ordinance No. 152) should be used. The phrase “GREATER THAN FOUR (4) OR MORE UNITS” should replace “(GREATER THAN 4 UNITS).”

Section 1.08. - It is recommended that the words “DISPOSAL OR” be removed from the title. Leaf Waste should not be excluded from the requirements.

Section 110. - It is recommended that the words “DISPOSAL OR” be removed from the title. The rules and procedures for placement for removal of leaf waste materials must be established. This could be done in the form of a Resolution, or added to the Resolution designating materials to be recycled.

Section 111. - It is recommended that the words “DISPOSAL OR” be removed from the title. The rules and procedures for placement for removal of yard waste materials must be established. This could be done in the form of a Resolution, or added to the Resolution designating materials to be recycled.

## PART III – MUNICIPAL WASTE

Section 1.13 – Paragraph B. does not permit persons to transport municipal waste directly to a disposal facility. This may not have been intended. In order to suppress illegal dumping, persons who self-haul waste should retain documentation that waste materials were properly disposed.

Section 1.16 – I suggest that public recycling containers be added to this section or, preferably, language in reference to the Township providing and servicing public recycling containers be added as a separate section.

Section 1.17 – This section repeats parts of ORDINANCE No. 58 (Restricting open fires and burning).

## PART IV – COLLECTOR’S DUTIES

Section 1.19. – For the sake of consistency, “Multi-Family Housing” should be changed to “Multi-Family Housing Properties.”

Section 1.23 COMPLAINTS: It is recommended that haulers licensed by Act 90 operating within the Township, whether or not contracted by the Township, be required to report service complaints to the Township. If the Township should contract with licensed haulers, a provision to report and resolve service complaints should be included in the contract.

PART V – MISCELLANEOUS PROVISIONS

Section 1.26 MUNICIPAL WASTE COORDINATOR

Act 140 of 2006 amending Act 101 of 1988, Section 904, Recycling Performance Grants, specifies that Act 101 Mandated curbside municipalities appoint a recycling coordinator “who is responsible for recycling data collection and reporting recycling program performance in the municipality...” (Act 140, Section 904 (d) (4) (vii)). This will be necessary if the Township applies for a Recycling Performance Grant award.

2. The following comment pertains to ORDINANCE #58 (Restricting open fires and burning).

The Upper Nazareth Township’s Ordinance No. 52 Section 1.17 adequately prohibits the burning of recyclables, leaf waste and municipal waste. No changes to the ordinance are required.

3. The following comments pertain to the Generic Solid Waste Ordinance.

COLLECTION OF MUNICIPAL SOLID WASTE

The provisions in the document listed under ACCUMULATION OF MUNICIPAL WASTE may be integrated into the existing Ordinance No. 152 with the exception of VIOLATIONS AND PENALTIES, which is adequately covered by Section 1.28 of the Ordinance. The METHOD OF DISPOSAL and CONTAINERS REQUIRED provisions could be meshed with Section 1.24 of Ordinance No. 152 as subsections.

The term “LICENSED HAULER” and its definition have been recommended to replace Definition H. “Hauler” in Ordinance No. 152, Section 103. The definition of “MUNICIPAL WASTE,” which is consistent with Pennsylvania’s Municipal Waste Regulations, has also been recommended for the Section 103 definitions. The Generic Solid Waste Ordinance definition of “PERSON” is not consistent with the Municipal Waste Regulations and is not recommended for inclusion in Section 103 of Ordinance No. 152. No usage of the term “YARD” was found in the document; hence it may not need to be defined unless it appears on pages of the generic document that were not provided.

Attachment: Applicable recommended PA Municipal Waste Regulations definitions

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# APPENDIX E

## RECOMMENDED DEFINITIONS

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**Applicable Definitions Regarding  
Commercial, Institutional and Municipal Establishment Recycling,  
Recycling at multi-family dwellings and Community Activities,  
and Leaf and Yard Waste Composting  
as Required by  
Pennsylvania Act 101 of 1988**

Municipal Waste Regulations - Ch. 271 Municipal Waste Management 25 § 271.1

Commercial establishment—An establishment engaged in nonmanufacturing or nonprocessing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Community activities—Events sponsored in whole or in part by a municipality, or conducted within a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

Composting—The process by which organic solid waste is biologically decomposed under controlled anaerobic or aerobic conditions to yield a humus-like product.

Composting facility—A facility using land for processing of municipal waste by composting. The term includes land thereby affected during the lifetime of the operations, including, but not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a facility for composting residential municipal waste that is located at the site where the waste was generated.

Institutional establishment—An establishment engaged in service, including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

Leaf waste—Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal waste—Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and sludge not meeting the definition of residual or hazardous waste under this section from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility.

Person—An individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal Government or agency, State institution and agency—including, but not limited to, the Department of General Services and the State Public School Buildings Authority—or another legal entity which is recognized by law as the subject of rights and duties. In the provisions of this article pertaining to a fine or penalty, the term includes the officers and directors of a corporation or other legal entity having officers and directors.

Recycling—The collection, separation, recovery and sale or reuse of metals, glass, paper, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Recycling facility—A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reuseable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term does not include transfer facilities, municipal waste landfills, composting facilities or resource recovery facilities.

Resource recovery facility—

- (i) A processing facility that provides for the extraction and utilization of materials or energy from municipal waste.
- (ii) The term includes a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of municipal waste to usable energy and a chemical and biological process that converts municipal waste into a fuel product.
- (iii) The term includes a facility for the combustion of municipal waste that is generated offsite, whether or not the facility is operated to recover energy.
- (iv) The term includes land affected during the lifetime of operations, including, but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility.
- (v) The term does not include:
  - (A) A composting facility.
  - (B) Methane gas extraction from a municipal waste landfill.
  - (C) A separation and collection center, drop-off point or collection center for recycling, or a source separation or collection center for composting leaf waste.
  - (D) A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Source separated recyclable materials—Materials that are separated from municipal waste at the point of origin for the purpose of recycling. The term is limited to clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper, plastics and other marketable grades of paper.

Waste—A material whose original purpose has been completed and which is directed to a disposal, processing or beneficial use facility or is otherwise disposed of, processed or beneficially used. The term does not include source separated recyclable materials, material approved by the Department for beneficial use under a beneficial use order issued by the Department prior to May 27, 1997, or material which is beneficially used in accordance with a general permit issued under Subchapter I or Subchapter (relating to beneficial use; and beneficial use of sewage sludge by land application) if a term or condition of the general permit excludes the material from being regulated as a waste.

Yard waste—Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery and other vegetative material.

Yard waste composting facility—A facility that is used to compost leaf waste, or leaf waste and grass clippings, garden residue, tree trimmings, chipped shrubbery and other vegetative material. The term includes land affected during the lifetime of the operation, including, but not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection and transportation activities, and other activities in which the natural surface has been disturbed as a result of or incidental to operation of the facility.

Act 101 of 1988 – **Related recycling requirements (bolded):**

Section 1501.

(c) Contents.-The source-separation and collection program shall include, at a minimum, the following elements:

(1) An ordinance or regulation adopted by the governing body of the municipality, requiring all of the following:

(i) Persons to separate at least three materials deemed appropriate by the municipality from other municipal waste generated at their **homes, apartments and other residential establishments** and to store such materials until collection. The three materials shall be chosen from the following: clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper and plastics. Nothing in the ordinance or regulation shall be deemed to impair the ownership of separated materials by the person who generated them unless and until such materials are placed at curbside or similar location for collection by the municipality or its agents.

(ii) Persons to separate leaf waste from other municipal waste generated at their homes, apartments and other residential establishments until collection unless those persons have otherwise provided for the composting of leaf waste. The governing body of a municipality shall allow an owner, landlord or agent of an owner or landlord of **multifamily rental housing properties with four or more units** to comply with its responsibilities under this section by establishing a collection system for recyclable materials at each property. The collection system must include suitable containers for collecting and sorting materials, easily accessible locations for the containers and written instructions to the occupants concerning the use and availability of the collection system. Owners, landlords and agents of owners or landlords who comply with this act shall not be liable for the noncompliance of occupants of their buildings.

(iii) Persons to separate high grade office paper, aluminum, corrugated paper and leaf waste and other materials deemed appropriate by the municipality generated at **commercial, municipal or institutional establishments and from community activities** and to store the material until collection. The governing body of a municipality shall exempt persons occupying **commercial, institutional and municipal establishments** within its municipal boundaries from the requirements of the ordinance or regulation if those persons have otherwise provided for the recycling of materials they are required by this section to recycle. To be eligible for an exemption under this subparagraph, a **commercial or institutional solid waste generator** must annually provide written documentation to the municipality of the total number of tons recycled.

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**APPENDIX F**  
**ACT 101 LEAF WASTE REQUIREMENTS**

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## PENNSYLVANIA'S ACT 101 LEAF WASTE COLLECTION REQUIREMENTS

Act 101, Section 1501(c)(1)(ii) and (iii), requires persons in mandated municipalities to separate leaf waste from other municipal waste generated at residential, commercial, municipal and institutional establishments. "Leaf waste" is defined in the Act and its regulations as "Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings." Source separated leaf waste, as with other recyclable material, is to be collected at least once per month as set forth in Act 101 Section 1501(c)(2) and (3) and processed at Pa. DEP-approved composting facilities.

Act 101 mandated municipalities with programs that collect leaves only in the fall are not in compliance with the Act. Mandated municipalities desiring to establish leaf waste collection programs in compliance with Act 101 must, as a minimum:

1. Require by ordinance that leaf waste consisting of leaves, garden residues, shrubbery and tree trimmings, and other similar material are targeted for collection from residences and commercial, municipal and institutional establishments; and
2. Establish a scheduled day, at least once per month, when leaf waste is collected from residences; or
3. Establish a scheduled day, not less than twice per year and preferably in the spring and fall, when leaf waste is collected from residences, and facilitate a drop-off location or other collection alternative approved by Pa. DEP that allows persons in the municipality to deposit leaf waste for the purposes of composting or mulching at least once per month. The leaf waste drop-off location may be located in a neighboring municipality or at a private sector establishment provided that an agreement is in place to utilize that location and the municipality keeps residents and commercial, municipal and institutional establishments informed of the option at least once every six months.
4. Ensure that commercial, institutional and municipal establishments generating leaf waste have collection service.
5. Municipalities are encouraged to manage source separated Christmas trees as leaf waste for processing at Pa. DEP-approved composting facilities.

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# APPENDIX G

## BID DOCUMENT

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CONTRACT DOCUMENTS

FOR

MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL  
SERVICES AND RECYCLING COLLECTION, TRANSPORTATION AND PROCESSING  
SERVICES FROM DWELLING UNITS AND SMALL BUSINESS FACILITIES WITHIN  
THE BOROUGH OF MECHANICSBURG

Bid opening – Tuesday, September 11, 2012; 2:00 PM.

Bid due - Tuesday, September 11, 2012; 2:00 PM.

BOROUGH OF MECHANICSBURG  
36 West Allen Street  
Mechanicsburg, PA 17055

Questions concerning the attached Contract Documents may be referred to:  
Mechanicsburg Borough – Patrick Dennis, Manager or Glenda Boyer, Recycling Coordinator  
(717) 691-3310

Monday through Friday, between the hours of 8:30 a.m. and 4:30 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

The Sentinel

AUGUST 10 & AUGUST 15, 2012

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## INVITATION TO BIDDERS

The Municipal Officials of the Borough of Mechanicsburg, Cumberland County, will accept sealed proposals at the Mechanicsburg Borough Office, 36 West Allen Street, Mechanicsburg, Pa 17055 until 2:00 PM., to be opened at 2:00 PM, on Tuesday, September 11, 2012, for the following.

Municipal Solid Waste Collection, Transportation and Disposal Services  
and Recycling Collection, Transportation and Processing Services from  
Dwelling Units and Small Business Units within the Borough of Mechanicsburg

The Municipal Solid Waste Contract will be for a flat rate weekly collection of Municipal Solid Waste and Recyclable Items. A “Bag Option” will be offered by the Contractor to allow a per container rate for the collection of municipal solid waste to any interested customers who does not desire the regular collection service. This is an optional service for customers who generate a small amount of waste. The price per container must also include the cost for providing recyclable collection service to a customer who elects the optional collection service. Further, the Borough may elect to allow small businesses to participate in the Municipal Solid Waste and Recycling collection program. Bid packets are available at the Mechanicsburg Borough Office.

Proposals must be submitted upon forms furnished in this bid package 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 \$100,000. Instructions, specifications, and bid forms may be obtained at the Borough of Mechanicsburg office at the above address from 8:30 a.m. to 4:30 p.m., Monday through Friday, except for holidays.

The Municipal Officials of Mechanicsburg Borough reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the municipality.

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Patrick Dennis  
FOR MECHANICSBURG BOROUGH

## INSTRUCTIONS TO BIDDERS

### 2.01 Pre-Bid Conference

There will be a pre-bid conference August 28, 2012 at 1 PM at the Municipal Building, 36 West Allen Street, Mechanicsburg, PA 17055

### 2.02 Sealed Bids or Proposals

Sealed bids or proposals shall be addressed to Borough Council, Mechanicsburg Borough, 36 West Allen Street, Mechanicsburg, PA 17055, and marked "Municipal Solid Waste & Recycling Service Contract Bids." Bids shall be received at the office of the Mechanicsburg Borough Manager until 2:00 PM. on Tuesday, September 11, 2012 to be publicly opened and read at 2:00 PM

### 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 the Borough of Mechanicsburg in an amount of \$100,000.

The above-mentioned check or bid bond shall be forfeited to the Borough 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 the Municipality 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. The Municipality 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 2.07 below. The successful bidder shall, within ten (10) days after notification of award, enter into a written contract with the Municipality 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 said Municipality against or from any and all costs, expenses, damages, injury or loss to which said Municipality 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 said Municipality 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 Municipal 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 the Municipality as more fully provided in Paragraph 2.04 above.

## 2.07 Reservations and Annulments

The Municipal Officials will determine who is the lowest responsible bidder based on 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 Municipality. Said Municipal Officials also reserve the right to waive technical defects, if, in their judgment, the interest of the Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipal Officials 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 delivered to each prospective bidder of record. The Municipality 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 | 10. Bid Bond                          |
| 3. General Conditions      | 11. Questionnaire                     |
| 4. Specifications          | 12. Notice of Award                   |
| 5. Insurance Requirements  | 13. Agreement                         |
| 6. Checklist               | 14. Performance Bond                  |
| 7. Non-Collusion Affidavit | 15. Payment Bond                      |
| 8. Bid Proposal            | 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 or transfer facility.

2.13 Length of Contract

The bids shall be for the collection and disposal of Municipal Solid Waste and recyclable materials collected from dwelling units and small business units within the corporate limits of the Municipality as at present existing, for the term of approximately three (3) years, January 1, 2013 through December 31, 2015 with the option to extend the contract for one (1) additional two (2) year extension. The parties agree to extend the terms of Contract if the Municipality 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 Municipality 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 Municipality 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 Municipal Officials a new and complete financial report of bidder's prior year's operation, including any and all information pertinent to actual collection, disposal 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, as documented in Section 4.01.07, Table 4, below, routing, and methods proposed for collecting, receiving, transporting, conveying, handling and disposing of municipal solid waste. In particular, the methods, size and location of disposal area apparatus and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or disposal of the material shall be shown, specified and described in sufficient detail to enable the Municipal Officials 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 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 facilities, and of any other governmental unit having jurisdiction thereof, including the Cumberland County Municipal Solid Waste Management Plan.

### 3.03 Questionnaire

The attached questionnaire must be fully and completely answered.

### 3.04 Approval of Plant or Disposal Area

The location of the disposal or transfer facility that the bidder proposes to use in the disposal of municipal solid waste and the location for processing of recyclable materials shall meet the approval of the Municipal Officials.

### 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 Municipal Officials. In the latter case, he shall petition the Municipal Officials, 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 Municipal Officials 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 Municipal Officials. If such assignment, subcontracting or delegation is permitted by the Municipal Officials, the Contractor shall not be released from any of his liabilities or obligations under this contract, but shall remain responsible and liable to the Municipality should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

3.06 Payments to Borough as to Dwelling Units

The Municipality will collect the monthly rate per dwelling unit and remit the net amount to Contractor. The Municipality will charge the Contractor a collection fee of six percent (6%) of all amounts collected. However, commencing February 3, 2013, if the municipality 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%) for said Municipality of the total amount collected for that month. For each Municipality, number of excessive complaints is defined in Table 1 below. 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 Municipality. The Municipality 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 municipal solid waste and the collection, transportation and processing of recyclable materials thereafter. The Municipality will not be liable for or responsible to pay to the Contractor any interest on any amounts collected.

TABLE 1  
EXCESSIVE COMPLAINT TABLE

Mechanicsburg Borough	15 or more calls per month
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3.07 Time of Commencement

The Contractor shall begin work for the collection and disposal of municipal solid waste on January 1, 2013 through and including December 31, 2015 and shall begin work for the collection, transportation and processing of recyclable materials on January 1, 2013 through and including December 31, 2015.

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 four dwelling units. All bidders are advised and cautioned that the Municipality makes no warranty as to the number of dwellings within the Municipality 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 Municipality. 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. For bidder's information, refer to Table 2 below. There is absolutely no guarantee of the preciseness of these numbers.



TABLE 2  
Number of Dwelling Units

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Mechanicsburg Borough	3,657	3,658	3,659	3,360

There are no approved new residential land development plans during the duration of the contract period. The Borough added one unit per year to account for potential infill construction. Currently there are 166 units on the pay-as-you throw bag option for municipal solid waste disposal.

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 Municipal Solid Waste Collected in 2011

Based on the tonnage reported to the Borough by the current contractor, estimated Municipal Solid Waste tonnage for the municipality for the year 2011 is listed in Section 3.11, Table 3.

3.11 Tons of Recyclables Collected in 2011

Estimated yearly total of combined residential recyclables is listed in Table 3 below.

TABLE 3  
Yearly Municipal Solid Waste and Recyclables Tonnage 2011

	<u>Municipal Solid Waste</u>	<u>Recyclables</u>	<u>Yard Waste</u>
Mechanicsburg	3,422.89	810.46	51.87

## SPECIFICATIONS

### 4.01 Municipal Solid Waste Collection and Disposal Services

#### 4.01.01 Work to be Done

The work to be done under the contract with respect to dwelling units consists of the collection of all municipal solid waste from dwelling and other structures/units within the corporate limits of the Municipality by the use of closed unit vehicles from the curb, alley or such other location as established by the Municipality, and disposal in the manner herein described. The Municipality may elect to allow small businesses to voluntarily participate in the solid waste collection program and non-residential, mixed use and multi-unit structures may elect to participate under the municipal contract.

#### 4.01.02 Length of Contract

The bids shall be for the collection, transportation and disposal of municipal solid waste materials collected from dwelling units within the corporate limits of the Municipality as at present existing, for the term of three (3) years, beginning January 1, 2013 through and including, December 31, 2015 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 Municipality 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 Municipality not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

#### 4.01.03 Definitions

Definitions as defined in these specifications mean:

- A. Bulk Item – Any item that is not normal municipal waste and cannot be placed in containers in accordance with provisions of Section 4.01.08.
- B. CCRWA – Cumberland County Recycling and Waste Authority.
- C. Commercial Establishment – An establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.
- D. Community Activities – Events sponsored in whole or in part by a municipality, or conducted with a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.
- E. 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.

- F. Hazardous Waste – Any chemical, compound, mixture, substance, or article which is designated 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.
- G. Marketed – The transfer of ownership of recyclable materials for the purpose of recycling.
- H. Municipality – Shall refer to the Borough of Mechanicsburg.
- I. Municipal Officials – Governing board of the Borough of Mechanicsburg or their designated representatives.
- J. Municipal Solid Waste – Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of residual of hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. The term does not include source-separated recyclable materials.
- K. Recycling facility – A facility employing a technology that is a process that separates or classifies recyclable materials to create or recover reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term does not include transfer facilities, municipal waste landfills, composting facilities or resource recovery facilities.
- L. Small Business – A business establishment that produces five (5) or less 32-gallon containers of municipal solid waste and recyclables per week.
- M. Source Separated Recyclable Materials – Materials that are separated from municipal waste at the point of origin for the purpose of recycling. The term is limited to clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper, plastics and other marketable grades of paper.
- N. Substandard Service – Municipal Solid Waste 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. Any substandard service which is satisfactorily addressed within 24 hours of the violation will not be considered a complaint. Three (3) missed municipal solid waste collections at the same address, despite rectification within 24 hours, will be considered a complaint. (Final decision rests with Municipal Official).
- O. White Goods – Large appliances, such as washers, dryers, which do not contain CFC (FREON).

#### 4.01.04 Provisions for Place of Disposal and Processing

The Contractor shall provide or obtain use of a disposal or transfer facility to dispose of all municipal solid waste and process all recyclable material to be collected during this contract and will guarantee the availability of the labor and maintenance for this disposal or transfer facility during the entire term of the contract in accordance with the Cumberland County Municipal Solid Waste Management Plan. In addition, the Contractor must submit with his bid proper proof in writing that he will have or provide such a disposal or transfer facility and that disposal in the area will be in compliance with all existing state, county and municipal rules or ordinances in the area. 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 of a state or local mandate that increases the disposal cost (tipping fee), the contractor shall be entitled to increase the quarterly contract price pro rata upon a calculation basis acceptable to the Borough to reflect such mandated increases, provided that the contractor shall first notify the Borough in writing of the mandated increase at least thirty (30) days before the increase is to take effect and the Borough certifies that the increase is due to a state or local mandate.

#### 4.01.05 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. Also, trucks must have a Department of Environmental Protection Registration sticker displayed.

#### 4.01.06 Time When Collections Shall be Made

The bidder shall submit a bid on time of collection on the following basis:

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.

The following schedule must be followed:

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, Jubilee Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and others that are submitted and approved by Borough Officials.

#### 4.01.07 Hours When Collections Shall be Made

All collections shall be made between the hours listed in Table 4 below; 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 appropriate Municipal Officials.

Table 4  
Hours of Collection

Mechanicsburg Borough	Begin 5:00 am through 6:00 pm
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4.01.08 Cans or Containers to be Provided by Occupants

All parties or persons occupying dwelling units within the Municipality will be required by the Municipality to provide and use (a) refuse containers of durable, watertight, rust-resistant materials having a close fitting lid with handles with a capacity of not more than thirty-two (32) gallons and shall be of such size as can be handled easily by one man; or (b) durable and watertight plastic bags.

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, but in no case will exceed sixty (60) pounds. Municipal solid waste shall be thoroughly drained of all water and wrapped in paper. All municipal solid waste containers or plastic bags shall be securely covered or tied, as the case may be.

Refuse 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, a Municipal Official 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.

4.01.09 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.

4.01.10 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.

4.01.11 Rules Under which Municipal Solid Waste shall be Collected

**Option I:** The Contractor shall be required to provide a bid for collection of four (4) acceptable thirty-two (32) gallon containers of municipal solid waste from each dwelling unit or small business covered by this collection contract. Acceptable containers will be thirty-two (32) gallon cans or bags and the weight of each container can not exceed

sixty (60) lbs. Participants could purchase additional bags at a rate not to exceed \$3.00 per bag.

**Option II.** The Contractor will provide a price for bag option service which allows residents the option of purchasing a minimum of sixteen bags at a fixed price not to exceed \$3.00 per bag. The contractor would provide the bags to the Borough Office for resident pick-up. The Borough would be billed for the bags when they are delivered to the Borough, not when they are paid for by the participant.

**Option III.** The Contractor will provide a price for commercial waste service which allows commercial establishments within the municipality the option of purchasing service through this contract. The contractor would provide a per cubic yard price per month for commercial waste service with weekly collection.

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 Municipality, 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 the Municipality of a complaint about missed refuse, sloppy workmanship or any other customer complaint.

#### 4.01.12 Investigation and Reporting of Complaints of Failure by Occupant

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

#### 4.01.13 Investigation and Reporting of Complaints by Customers

All complaints by residents of the Municipality, made through the Municipality 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 Municipality 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 Municipality 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 Municipality reserves the right to intercede in any unresolved complaint by a customer 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.

4.01.14 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.

4.01.15 Exclusive Right to Successful Bidder

The successful bidder shall have the exclusive right and privilege of collecting, removing and disposing of all municipal solid waste from residential units or multiple family dwellings containing four 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 Municipality any of the aforesaid materials from dwelling units subject to the penalties prescribed by the law of the State and ordinances of the Municipality, or the rules of the Health Department of said Municipality, County or State. The Municipality agree 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 Municipal limits, which by these specifications the Contractor is required to collect and dispose of.

4.01.16 Contractor to Have Telephone in House and/or office

Contractor shall establish, maintain and list in the Greater Harrisburg Telephone Directory a toll-free telephone number within his house, office or plant, that persons in the Municipality 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 the Municipality.

4.01.17 Inspection of Trucks

The Municipality shall have the right to inspect any collection vehicle at any time and at any place it is being used within the Municipality. The Contractor shall be required to present his trucks for inspection within the Municipality limits at such reasonable times and places as may be designated by the Municipal Official.

4.01.18 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.

4.01.19 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 municipal solid waste from the Municipality 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.

#### 4.01.20 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 Municipality 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 Municipality 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 the Municipality and save it harmless against, of and from, any and all costs, expense, damages, claims, demands, suits, injury or loss to which said Municipality 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.

#### 4.01.21 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. Any transfer station utilized by the hauler must be permitted by the Department of Environmental Protection and operate in compliance with Department of Environmental Protection regulations.

#### 4.01.22 Deductions to be Made for Vacant Dwelling or Dwelling Units

The Borough Ordinance does not provide for any deduction from the contract price for vacant dwelling units, unless the units are unoccupied due to service termination by the Borough. Dwelling units that are condemned by the Borough, due to property maintenance or other borough ordinance violations, will not be charged until the violations are abated and the units are deemed fit for habitation by the Borough Codes Officer. Units that are deemed inhabitable due to fire or other such occurrence will be exempt from charges during the period of restoration, until a valid certificate of occupancy is issued by the Borough.

#### 4.01.23 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 Municipality after the effective date of this contract.

#### 4.01.24 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 Municipal Officials be first



obtained. Ordinances will be adopted and/or amended by the Municipal Officials to conform to the contract or contracts awarded.

4.01.25 Conditions under which Contract may be Canceled or Terminated by the Municipal Officials

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 Municipal Officials 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 Municipal Officials 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 Municipal Officials 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 Municipality shall have the power and are hereby authorized to charge to the Contractor the amount of loss suffered by the Municipality, and upon a reletting of the contract, if amount of monies received by the Municipality 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 Municipality the amount of such differences.

4.01.26 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 Municipal Officials decide not to cancel and terminate this contract as provided hereinabove, the Municipal Officials shall have the power and are 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 Municipality.

4.01.27 Municipal Solid Waste Collection

The Contractor shall provide an appropriately sized container, as determined by the Municipality, to collect and dispose of all municipal solid waste and recyclable materials of any kind or source from the municipally 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 Municipality, in accordance with a schedule determined by the Municipality.

TABLE 5  
Municipally Designated Sites

Mechanicsburg

- Senior Adult Center
- Memorial Park (3)

Ambulance Building  
Fire Stations (2)  
Borough Garage  
Borough Sewer Plant  
Mechanicsburg Library  
Borough Building/Police Department  
Downtown solid waste & recycling receptacles

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

#### 4.01.28 Municipality Billing and Payment Procedure

The mode of contract requires the Municipality to collect the monthly rate per dwelling unit. The Municipality will bill the customers quarterly and in advance. The municipality will pay the contractor monthly for the service provided beginning in the second month of the contract and continuing until the month after the close of the contract. The Municipality will charge the Contractor a collection fee of six percent (6%) of the total amount billed, 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 Municipality 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, Table 1, for any given month within the quarter. Payments to the contractor will be made by the 15<sup>th</sup> of the month after the service is performed and an invoice is received. The bags for bag option customers will be billed to the municipality when the bags are received. The contractor will be paid with a Visa credit card or check. Contractors will indicate on the bid proposal the method of payment acceptable for service.

#### 4.01.29 Bulk Item Pickup Service

The bid will include weekly bulk item pickup service limited to one item per week to residential and bag option customers. This service shall be provided during the same permitted hours as regular pickup service. The collection of white goods and items containing Freon must be arranged in advance with the Borough Office. The Contractor will designate a day of the week for the collection of these materials. The Borough will provide a list of locations that require white goods collection.

#### 4.01.30 Leaf Waste

##### Delivery of Leaf Waste to Municipality's Facilities

Bidders are required to submit a bid for picking up and hauling leaf waste (excluding grass and leaves collected by vacuum) to the Borough Compost Facility on West Church Road on a weekly basis beginning April 1<sup>st</sup> and continuing through October 31<sup>st</sup>. Leaf Waste is defined in § 4.02.04 as garden residue, shrubbery, tree trimmings and similar materials no longer than six (6) feet in length and six (6) inches in diameter. Residents will contact the Municipal Office to schedule a pick up on the day of the week designated by the hauler. The Municipal Office staff will provide the list to the contractor by 3 PM on the day prior to the collection via fax or e-mail as designated by the contractor. Contractor will be responsible for supply a designated truck or other method of segregating leaf waste from other refuse. In no event shall any other type of refuse or recyclable material be off-loaded at the Borough Compost facility.

#### 4.01.31 Collection Days

Collection days for developments/neighborhoods will be made known no later than close of business, November 1, 2012.

#### 4.01.32 Option to Negotiate

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

#### 4.01.33 Cumberland County Municipal Solid Waste Management Plan

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

#### 4.01.34 Special Services for Elderly or Handicapped

Special service (back door pickup) will be provided for residents who need this type of service at no additional cost.

#### 4.01.35 Construction/Demolition Materials Pick-Up

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

### **4.02 Recycling Collection, Transportation and Processing Services**

#### 4.02.01 General

The Borough has a curbside recycling collection program in accordance with the provisions of our 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. The items collected for the purpose of recycling must be recycled and marketed by the Contractor and may not be disposed of as municipal solid waste or co-mingled with municipal solid waste. All recyclable material must be collected in a separate vehicle from the vehicle used by the Contractor for municipal solid waste collection. The municipality reserves the right to request an inspection of the facility processing the recyclable materials to determine that items are being processed in accordance with the Pennsylvania Department of Environmental Protection regulations.

The Contractor shall have the exclusive right to collect process and resell designated recyclable materials from residential units and multi-family dwellings containing four or fewer dwelling units when placed at curbside or other property location for this purpose.

The Municipality may elect to allow small businesses to voluntarily participate in the recyclable collection program, even if they are not participating in the Municipal Solid Waste collection and utilize a private hauler.

Recycling statistics for the Municipality must be reported directly quarterly.

4.02.02 Work To Be Done

The work to be done consists of the collection, transportation and processing of the following recyclable materials from dwelling units and small businesses:

<u>Cans</u>	<u>Bottles &amp; Jars</u>	<u>Paper</u>
Aerosol	Colored Glass	Corrugated (flattened, but not cut down)
Aluminum	Clear Glass	Chipboard (Paperboard should be flattened)
Bimetal	Plastics (#1-#7)	Mixed Paper (junk mail, magazines, phone books)
Steel		Newsprint (including glossy inserts)
		Office Paper
		Shredded Paper (packaged in brown paper bags)

The bid price shall reflect the cost associated with the collection and proper recycling of all the items listed in Section 4.02.02 and defined in Section 4.02.04 at all dwelling units and small businesses covered by this contract. The Municipality reserves the right to add or delete items from this list with mutual agreement of the Contractor during the term of the contract.

The contract will provide collection of recyclable materials weekly for non-residential, mixed use and multi-unit structures that elect to participate in the municipal contract. The materials required to be recycled for commercial establishments are:

<u>Paper</u>	<u>Bottles Jars &amp; Cans</u>
Corrugated	Colored & Clear Glass
Office Paper	Aluminum
Mixed Paper	
Newsprint	

The contractor will provide a per unit price for unlimited weekly curbside recycling service for residential dwelling units and small business. The contractor will provide a price per cubic yard for the collection of non-residential, mixed use and multi-unit residential establishments.

The hauler will provide two (2) cardboard drop-off containers at locations designated by the Borough. The hauler shall provide recycling service weekly for the two (2) drop off containers at no cost to the Borough. The roll-off container(s) shall be emptied within seventy-two (72) hours of notification of the need for service.

Collection of leaf waste will be provided for by the Municipality 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 unless the option II of §4.01.30 of this contract is awarded.

The items described herein shall be removed from all residential units (including single-family and multi-family dwellings containing four or fewer units and, at their option, small businesses) within the limits of the Municipality. Multi-family (dwellings containing more than four units), commercial (other than small businesses), institutional and industrial establishments are not included under this contract. The Borough may offer a commercial entity recycling

service at the contract rate if the Borough determines the volume of recyclable items is similar to a residential or small business unit

With each proposal, the bidder must furnish a letter from a recycling center or centers certifying the center's capability to accept and market all of the aforementioned recyclables over the full term of the contract.

4.02.03 Length of Contract

Shall be the same as the Solid Waste Contract, beginning January 1, 2013 through and including December 31, 2015.

4.02.04 Definitions

- A. Aluminum Cans shall mean all food and beverage containers made of aluminum. All containers shall be emptied and rinsed.
- B. Aerosol Cans shall mean all aerosol cans made of steel. All cans **must be empty**.
- C. Bimetal Cans shall mean all food and beverage containers made of a steel (ferrous) cylinder and bottom and aluminum tops or bottoms. All containers shall be emptied and rinsed.
- D. Chipboard shall mean paperboard used for backing sheets on writing pads, partitions within boxes, cereal boxes, shoeboxes, etc.
- E. Corrugated Paper shall mean structural paper material with an inner core shaped in parallel furrows and ridges.”
- F. Glass shall mean all empty bottles and jars made of clear or colored glass. All containers shall be emptied and rinsed.
- G. Mixed paper shall mean newspaper, glossy inserts, magazines, catalogues telephone books and chipboard. Paper products may be shredded and place in brown paper bags.
- 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. This paper may be shredded and placed in a brown paper bag for collection.
- I. Leaf Waste shall mean garden residue, shrubbery, tree trimmings and similar materials (excluding grass clippings and leaves) no longer than six (6) feet in length and six (6) inches in diameter.

- J. Plastic Bottles shall mean all plastic containers #1 through #7 in which the necks of the containers are smaller than their base. All containers shall be emptied and rinsed.
- K. Steel Cans shall mean all food and beverage containers made of steel. All containers shall be emptied and rinsed.

4.02.05 Methods of Collection

All recyclables shall be removed from containers, loaded in the recycling 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.

4.02.06 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 a given area the Municipality.

4.02.07 Hours When Collection Shall Be Made

All collections shall be made in accordance with Section 4.01.07, Table 4, 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 Municipal Officials.

4.02.08 Recyclable Containers

Current containers have been provided by the Municipality and will continue to be used. Containers may be changed at the Municipality's discretion. All extra containers shall be stored by the Municipality and will be provided to the Contractor or residents as needed.

The Contractor shall deliver a container to new residents as identified by the Municipality. The Contractor shall forward the name and address of the resident requesting and receiving a replacement or additional container to the municipal office.

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 or along the alley behind 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.

4.02.09 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.

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

#### 4.02.11 Contractor to Have Telephone in House and/or Office

Contractor shall establish, maintain and list in the Greater Harrisburg Telephone Directory a toll-free telephone number within his house, office or plant which persons in the Municipality 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 municipality.

#### 4.02.12 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.

#### 4.02.13 Education

The Borough has established a public information and education program concerning recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania. To assist the Borough in implementing the education programs, the successful bidder shall provide two (2) weeks prior to the start of the contract, a prepared recycling education piece which the contractor will distribute to each dwelling unit or small business covered under this contract. This piece shall include a brief explanation of the recycling program setting forth the materials to be recycled and how those materials are to be prepared for collection. This education piece must be reviewed and approved the Borough prior to distribution. During the course of the contract the contractor will be required to distribute one educational piece per year the content of which will be determined and approved by the Borough.

#### 4.02.14 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 the Municipality against loss or injury occasioned by the acts of his employees in accordance with the requirements entitled "Insurance" on Page 31. The Contractor shall and does hereby save the Municipality harmless from any and all suits for damages which are or can be brought against the Municipality, their officials and employees in connection with the collection, transporting and processing of recyclable materials within the Municipality.

#### 4.02.15 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 Municipality 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 waste from the vehicles during collection or transport, clean up any spillage or loss of recyclables that may occur during collection and 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 Municipality except in an emergency situation or except as approved by the Municipality.

Any vehicle used in the collection and transport of recyclables from the Municipality 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 Municipality with a complete list of all collection vehicles to be used in the Municipality, 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 Municipality. This list shall be updated and filed with the Municipality when a change in collection vehicles is made.

The Municipality shall have the right to inspect any collection vehicle at any time and any place it is being used within the Municipality. The Contractor shall make vehicles available for inspection whenever so requested by the Municipality 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 Municipality as specified above.

#### 4.02.16 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. Transfer stations must be licensed by the Department of Environmental Protection and operate in accordance with the regulations set forth by the Department of Environmental Protection.

#### 4.02.17 Investigation and Reporting of Complaints of Failure by Occupant

It will be the duty of the hauler to tag any recycling bins with improperly prepared materials. The tags should indicate what item is improperly prepared. After tagging a container on three occasions, the hauler will make the municipality aware of the noncompliant dwelling unit. It will be the duty of the Municipal Officials to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Municipality to comply with the



provisions of the ordinances concerning recycling and to prosecute all offenders under such provisions.

#### 4.02.18 Investigation and Handling of Complaints by Residents

All complaints by residents of the Municipality, made through the Municipality 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 Municipality 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 Municipality 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 Municipality 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.

It will be the duty of the Municipal Officials to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Municipality to comply with the provisions of the ordinances concerning this Contract.

#### 4.02.19 Conditions under which Contract may be Canceled or Terminated by the Municipal Officials

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 Municipal Officials 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 Municipal Officials 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 Municipal Officials 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 Municipality 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 Municipality 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 Municipality the amount of such differences.

#### 4.02.20 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 Municipal Officials decide not to cancel and terminate this contract as provided hereinabove, Municipal Officials shall have the power and are 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 Municipality.

#### 4.02.21 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 Municipal Officials be first obtained. Ordinances will be adopted and/or amended by the Municipal Officials to conform to the contract or contracts awarded.

#### 4.02.22 Municipal Recyclables Collection

The Contractor shall provide appropriately sized container(s), as determined by the Municipality, to collect, transport and process all municipal recyclables from the sites designated in Section 4.01.27, Table 5, at no charge to the Municipality. This shall include any other recreational areas developed in the future by the Municipality or any other Municipally-owned or maintained facility. Two drop off containers will be provided for corrugated (cardboard) at two locations to be determined by the Borough. The contractor will provide collection service for any recycling receptacles installed by the Borough in the downtown business district. The contractor will also provide removal service for all recyclable items collected at the annual Jubilee Day Event held the third Thursday in June each year. A recycling truck, driver and thrower will be provided by the hauler for this purpose, the hours of collection are 10 pm the day of the event until 1 am the following day.

#### 4.02.23 Municipal Recyclables Billing and Payment Procedure

The mode of contract requires the Municipality to collect the monthly rate per dwelling unit. The Municipality will bill the customers quarterly and in advance. The municipality will pay the contractor monthly for the service provided beginning in the second month of the contract and continuing until the month after the close of the contract. The Municipality will charge the Contractor a collection fee of six percent (6%) of the total amount billed, 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 Municipality 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, Table 1, for any given month within the quarter. Payments to the contractor will be made by the 15<sup>th</sup> of the month after the service is performed, and an invoice is received. The contractor will be paid with a Visa credit card or check as specified on the bid document.

#### 4.02.24 Deductions to be Made for Vacant Dwelling or Dwelling Units

The Borough Ordinance does not provide for any deduction from the contract price for vacant dwelling units, unless the units are unoccupied due to service termination by the Borough.

Dwelling units that are condemned by the Borough, due to property maintenance or other borough ordinance violations, will not be charged until the violations are abated and the units are deemed fit for habitation by the Borough Codes Officer. Units that are deemed inhabitable due to fire or other such occurrence will be exempt from charges during the period of restoration, until a valid certificate of occupancy is issued by the Borough.

4.02.25 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 Municipality after the effective date of this contract.

4.02.26 Reimbursement for Recycled Materials

The Contractor agrees that the Municipality will be reimbursed fifteen dollars (\$15) per ton avoided disposal cost for each ton of municipal solid waste that is diverted from the waste stream through recycling. The contractor shall provide a check quarterly to the municipality. The payment shall be made by the 15<sup>th</sup> of the month following the close of each quarter and shall include a report of materials recycled during that quarter.

## 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, the Municipality 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 MUNICIPAL SOLID WASTE COLLECTION CONTRACT

<u>Included</u>	<u>Not Included</u>	
_____	_____	Bid Bond or Certified Check in the amount equal to \$100,000 (Sec. 2.03)
_____	_____	Completed Non-Collusion Affidavit (Sec. 2.13)
_____	_____	Notarized Financial Statement and Report (Sec. 3.01)
_____	_____	Plans and Specifications (Sec. 3.02)
_____	_____	Sworn Statement (Sec. 3.02)
_____	_____	Written Approval of Disposal or Transfer Facility (Sec. 3.04)
_____	_____	Letter from a Recycling Center (Sec. 4.02.02)
_____	_____	Completed Questionnaire (Page 43)

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 (Page 32)

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 the Municipality in awarding that contract(s) 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 the Municipality 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 \_\_\_\_\_, 2012

\_\_\_\_\_  
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:

Municipal Solid Waste Collection, Transportation and Disposal Services  
and Recycling Collection, Transportation and Processing Services  
from Dwelling Units and Small Businesses within the Borough of Mechanicsburg

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 five (5) quotations for Municipal Solid Waste and Recyclables and two (2) quotations for elective commercial service.

1. The first quotation will include a monthly rate for municipal solid waste collection, transportation and disposal of four (4) bags once a week for each dwelling unit or participating small business
2. The second quotation will be for Bag Option Service (shall include the cost for providing recyclable collection service). With a minimum purchase of 16 bags per customer per year at a price not to exceed \$3.00 per bag.
3. The third quotation will be for commercial waste collection service.
4. The fourth quotation will be a monthly rate for weekly bulk item pick up service as described in Section 4.01.29 for each dwelling unit or participating small business.
5. The fifth quotation will be for unlimited weekly residential recycling collection service as described in Section 4.02.02 for each dwelling unit or participating small business.
- 6..The sixth quotation will be for commercial recycling collection services.



7. The seventh quotation will be for weekly residential pickup of yard waste and delivery to each Municipal Yard Waste Facility by use of the contractor's designated truck as described in Section 4.01.30.

BID PROPOSAL

Quotation No. 1

Monthly rate \_\_\_\_\_, (\$ \_\_\_\_\_)  
Per dwelling unit or small business for collection of four (4) bags week of municipal solid waste.

Quotation No. 2

Cost per Bag \_\_\_\_\_, (\$ \_\_\_\_\_)  
For the Bag option service to include curbside recyclable pick up weekly.

Quotation No. 3

Cost per Cubic Yard \_\_\_\_\_, (\$ \_\_\_\_\_)  
For elective commercial solid waste collection service

Quotation No. 4

Monthly rate of \_\_\_\_\_, (\$ \_\_\_\_\_)  
For weekly curbside collection on one bulk item from each participating dwelling unit or small business.

Quotation No. 5

Monthly rate of \_\_\_\_\_, (\$ \_\_\_\_\_)  
Per dwelling unit or small business for collection and processing of recyclable materials.

Quotation No 6

Cost per Cubic Yard \_\_\_\_\_, (\$ \_\_\_\_\_)  
For elective commercial recycling service

Quotation No. 7

Monthly rate of \_\_\_\_\_, (\$ \_\_\_\_\_)  
For weekly pick up of yard waste and delivery to the Borough Yard Waste Facility on West Church Road.

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 Borough of Mechanicsburg \_\_\_\_\_,

36 W. Allen St., Mechanicsburg, Cumberland County, Pennsylvania

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

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2012\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner 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  
Borough of Mechanicsburg

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 the municipality (attach additional sheet, if necessary).

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2. Precise location of disposal facility for municipal solid waste and location of recycling center for processing of recyclables (must conform to the Cumberland County Municipal Solid Waste Management Plan and be licensed by the Department of Environmental Protection):

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Approximate acreage: \_\_\_\_\_

Improvements thereon: \_\_\_\_\_

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Owned or leased: \_\_\_\_\_

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

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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)

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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 municipal solid waste. 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.

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

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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.

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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.

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(Signature)

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

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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 Borough of Mechanicsburg

The Municipality has considered the Bid submitted by you for the above-described project in response to its Invitation to Bidders dated \_\_\_\_\_, 2012 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, the Municipality 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 on behalf of the Municipality to Mechanicsburg Borough, 36 W Allen Street St, Mechanicsburg, PA 17055

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

FOR MECHANICSBURG BOROUGH By: \_\_\_\_\_

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

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 \_\_\_\_\_ 2012 ,  
by and between the BOROUGH OF MECHANICSBURG, Cumberland 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 the Municipality as at present existing to the satisfaction and acceptance of the Municipal Officials for the term of approximately three (3) years, beginning January 1, 2013 and ending December 31, 2015, pursuant to and in strict and full compliance with the Contract Documents.
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 dully authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

FOR THE OWNERS:

CONTRACTOR:

BOROUGH OF MECHANICSBURG

By: \_\_\_\_\_

By: \_\_\_\_\_

Patrick E. Dennis  
\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Printed)

Borough Manager/Secretary  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

36 W. Allen Street  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Mechanicsburg, PA 17055  
\_\_\_\_\_

\_\_\_\_\_

(717) 691-3310  
\_\_\_\_\_  
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: BOROUGH OF MECHANICSBURG, Cumberland County, Pennsylvania

Address 36 W Allen Street

Mechanicsburg, PA 17055

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 \_\_\_\_\_, 2012, 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 \_\_\_\_\_, 2012.

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 BOROUGH OF MECHANICSBURG, Cumberland County, Pennsylvania

Address 36 West Allen Street

Mechanicsburg, PA 17055

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 \_\_\_\_\_, 2012, 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 \_\_\_\_\_, 2012.

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 within  
the Borough of Mechanicsburg

You are hereby notified to proceed in accordance with the Agreement dated \_\_\_\_\_  
\_\_\_\_\_, 2012.

FOR THE OWNERS:

MECHANICSBURG BOROUGH

By: \_\_\_\_\_

Printed \_\_\_\_\_ Patrick E. Dennis \_\_\_\_\_

Title \_\_\_\_\_ Borough Manager/Secretary \_\_\_\_\_

You are required to return an acknowledgment of this Notice to Proceed to Mechanicsburg  
Borough, 36 W Allen Street, Mechanicsburg, PA 17055

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

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

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**APPENDIX H**  
**MECHANIC SURG BOROUGH LEAF WASTE**  
**COLLECTION**

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## Mechanicsburg Borough Leaf Waste Collection



The Borough of Mechanicsburg, Cumberland Co., Pa. (population 8,981), offers three leaf waste management options for its residents: Self-haul to the Mechanicsburg Borough-Silver Spring Township Joint Composting site, seasonal leaf vacuum collection in the fall, and on-call leaf waste collection between April 1 and October 31 each year.

The on-call leaf waste collection program was a feature of the Mechanicsburg's bid for Refuse and Recycling Collection in September 2007. The Borough requested a separate price quote from potential bidders for the on-call leaf waste collection service. Mechanicsburg received four responses ranging from \$0.23 to \$1.15 per dwelling unit/month. The winning bidder, Penn Waste of Emigsville, York Co., offers the service for \$0.25/dwelling unit/month or \$3/dwelling unit/year. Mechanicsburg's current one-year cost is \$9,894 to provide the on-call leaf waste collection service for 3,298 dwelling units. The cost of the service has been paid from Mechanicsburg's Act 101 Section 904 Recycling Performance Grant over the current five year contract period.

In order to have leaf waste collected curbside, a resident must call the Borough office to schedule collection. Mechanicsburg provides a list of leaf waste stops to the hauler by 3:00 on the day prior to collection day (presently Wednesday). The hauler is required to keep the collected leaf waste segregated from other materials and deliver the leaf waste to the Joint Composting Facility. For the purposes of the collection service, leaf waste is defined as "garden residue, shrubbery, tree trimmings and similar materials no longer than six (6) feet in length and six (6) inches in diameter."

The Borough has been very pleased with the service provided by its current hauler, according to Glenda Boyer, Mechanicsburg's Assistant Secretary and Recycling Coordinator. The Borough's MSW and Recycling collection contract will go out for bid in September 2012 and will again include the on-call leaf waste collection service.

Mechanicsburg Borough, 36 W. Allen St., Mechanicsburg, PA 17055.  
Glenda Boyer, Assistant Secretary and Recycling Coordinator, (717) 691-3310 x102,  
gboyer@mechanicsburgborough.org

# Joint Compost Facility Rules

- You must be a resident of Silver Spring Township or the Borough of Mechanicsburg. This site is for waste generated on properties from the municipalities listed and transported by the resident or by municipal staff, NOT BY COMMERCIAL LANDSCAPING BUSINESSES.
- Leaves, brush, and shrubbery clippings are acceptable.
- Grass clippings, garbage, dirt, stones, fruits and vegetables WILL NOT be accepted. (including CORN FODDER)
- Treated lumber, landscaping timber, cross ties, painted wood, wooden furniture and construction & demolition debris are not acceptable.
- Trash, household hazardous waste, medical waste, bulky items (appliances, furniture), tires & scrap metal are prohibited.
- No branches over twenty four (24) inches in diameter, and no tree stumps permitted.
- NO BAGS OR CONTAINERS TO BE LEFT AT THE SITE.
- This site is under video surveillance 24 hours a day and you are so notified that your visit to this site will be recorded.
- Anyone Violating any of the above rules will be subject to applicable fines and/or penalties as the law allows.
- No skateboarding, rollerblading, bicycling or similar activities permitted.
- Use of this site is at your own risk. Due to the possibility of numerous residents entering and exiting the site simultaneously, there is a need to exhibit extra caution and care when utilizing this facility.
- If you have any questions please call the Township office at (717)766-0178 or Borough office at (717)691-3310

*Rules sign at entrance to the Mechanicsburg Borough & Silver Spring Township Joint Composting Facility.*