

**SPRINGETTSBURY TOWNSHIP
YORK COUNTY
PENNSYLVANIA**

For the weekly collection, transportation and disposal of residential garbage and recyclables collected within the corporate limits of Springettsbury Township, York County, Pennsylvania, for the term of five (5) years, beginning January 1, 2013, and ending December 31, 2017. This contract will be awarded in accordance with the following documents:

1. Legal Notice.
2. General Explanation of Bidding Procedures and Alternatives.
3. General Requirements and Conditions for Bidding.
4. Description of Bid Items and Alternatives.
5. Scope of Work and Specifications.
6. Proposal Form.
7. Contract.
8. Non-Collusion Affidavit.
9. Performance Bond.
10. Bid Bond Form.
11. Springettsbury Township Solid Waste Management Ordinance.
12. Historical Data

Before bidding, all contractors are requested to carefully read and thoroughly familiarize themselves with the above documents.

**SPRINGETTSBURY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

**NOTICE TO BIDDERS
RESIDENTIAL GARBAGE AND RECYCLING COLLECTION
CONTRACT**

Springettsbury Township, York County, PA will accept sealed bids for the weekly collection, transportation and disposal of residential garbage and recycling in the Township. Contract period will run for five (5) years from January 1, 2013 to December 31, 2017. Sealed bids are due by 10:00 a.m., August 30, 2012, and will be immediately opened afterward. A non-mandatory pre-bid meeting will be held on August 10, 2012 at 2:00 p.m. at the Township Building. Sealed bids on Township forms should be sent to the Township Manager, Springettsbury Township, 1501 Mt. Zion Road, York, PA 17402.

Please direct questions in writing or by email to Charles Rausch, Esquire, Solicitor for Springettsbury Township at Blakey, Yost, Bupp & Rausch, LLP, 17 East Market Street, York, PA 17401 or Crausch@blakeyyost.com.

Specifications may be obtained at the Township Municipal Building during regular business hours, 8:00 a.m. until 5:00 p.m., 1501 Mt. Zion Road, York, PA 17402.

John J. Holman
Township Manager

GENERAL EXPLANATION OF BIDDING PROCEDURES AND ALTERNATIVES

These bidding documents have one (1) mandatory bid item as detailed on the proposal sheets. Each bidding item and alternative is subject to the general requirements and conditions for bidding, scope of work and specifications to the extent that they apply to that bid item or alternative. The contractor must bid upon each bid item and alternative in total. In other words, it is not acceptable for a contractor to pick and choose bid items and alternatives. All bid items and alternatives must be bid. Failure to follow this requirement will result in the disqualification of the bid as non-responsive. The Township will award the contract to the lowest responsible bidder of the total for all five years for Bid Items 1(a) and 1(b). Any Alternatives shall not be considered as part of the bid price.

These bidding documents are for the bid proposal as detailed on the proposal sheets. The bid includes weekly municipal waste collection, transportation and disposal, weekly recyclable materials collection, transportation, and processing, and large item collection.

Each bidding item and alternative is subject to the general requirements and conditions for bidding and each bidding item and alternative is subject to the scope of work and specifications to the extent that they apply to that alternative.

Collection Once Per Week Garbage and Recycling

Bid Item 1: Five Year Contract

a) Price Per Single Bag and Recycling Once Per Week (plus unlimited brush, excluding grass trimmings, from the first week in March until the first week in December) plus one large item collection per week.

b) Price for Three (3) Bags (32 gallon bags or equivalent to one 96 gallon toter) and Recycling Once Per Week (plus unlimited brush, excluding grass trimmings, from the first week in March until the first week in December) plus one large item collection per week.

Alternative:

(a) Toter maximum rental service per quarter.

The Township Manager or his representative will meet with any prospective bidder prior to bidding to ensure full understanding of general requirements and conditions for bidding, the scope of work and specifications, the alternative proposals, and any required submittal.

GENERAL REQUIREMENTS AND CONDITIONS FOR BIDDING

1. Bids shall be in sealed, opaque envelopes addressed to the Township Manager, Springettsbury Township, 1501 Mt. Zion Road, York, PA 17402 and be clearly marked on the outside of the envelope "Garbage and Recycling Bid." Bids shall be delivered to the Township Office no later than 10:00 a.m., August 30, 2012. Bid opening will take place immediately afterward at the municipal building located at 1501 Mt. Zion Road, York, Pennsylvania 17402.

The deadline for bidding will be strictly adhered to by the Township and any bids received after the above stated date and time will not be opened or considered by the Township.

2. All bids shall be complete and submitted on forms provided by the Township. No extraneous advertising materials shall be included. A complete bid shall include the following documents fully completed and executed:

- a. Proposal Form
- b. Bid Bond
- c. Non-Collusion Affidavit
- d. Financial Statement
- e. Executed Addenda, if any

3. All documents pertaining to the bidding shall be in ink or typed and must be signed by the bidder with his full name and address, if applicable, signature should contain a raised seal. If the bidder is a partnership or corporation, the bid documents must be executed by the authorized and appropriate officers of the partnership or corporation, with the title of the officer clearly stated.

E-mail, fax, or digital versions of contract proposal submission and/or related documents will not be accepted by the Township.

4. Each bid must be accompanied by a Certified Check or Bid Bond payable to the order of Springettsbury Township in the amount of one hundred thousand dollars (\$100,000) to ensure good faith bidding. The above mentioned check or bid bond shall be forfeited to the Township in the event that the bidder neglects or refuses to enter into a contract and to give bond as hereafter specified, not as a penalty, but as agreed upon just and liquidated damages for delays and additional costs or expense incurred by the Township owing to the failure to accept the award and execute the contract and give bond as required.

The certified check or bid bond 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 after the execution of the contract, receipt of performance bond, Certificate of Insurance, Affidavit accepting provisions of the Worker's Compensation Act, and any other required documents.

5. The successful bidder shall, within fifteen (15) days of the date notified by the Township of the award of the contract, execute the contract documents and file with the Township all documents required to be provided by the contractor as part of the execution of the contract, including, but not limited to, Performance Bond, Certificate of Insurance, and Affidavit accepting provisions of the Worker's Compensation Act.
6. Each proposal must be accompanied by a full and complete statement of the financial condition of the bidder, under notarized oath, or completed by an independent certified public accountant. The financial statement shall be the most recent statement completed for the company, firm, or corporation.
7. All bids shall be effective and valid for sixty (60) days from the date that the bids are opened.
8. The Township will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserves the right to reject any or all bids, and may re-advertise if that is the best interest of the Township. The Township may waive technical defects, if in its judgment, it is in the best interests of the Township.
9. No proposal will be considered from any person, firm, or corporation who has defaulted in the performance of any contract or agreement made with the Township within the previous five (5) years or who has conclusively shown to have failed to perform satisfactorily under such a contract or agreement. The Township reserves the right to reject any bid from any person, firm, or corporation who can be demonstrated to be not responsible or not having the ability to perform the work under the contract.
10. Proposals or bids which contain erasures or alterations, conditional bids, omissions, or irregularities of any kind, may be rejected as informal.
11. It is the bidder's responsibility to fully familiarize himself with all of the requirements of the bidding and contract documents, applicable ordinances of the Township (which is provided) and applicable State and Federal laws and regulations. The bidder shall also be responsible to familiarize himself with the Township in terms of difficulty of solid waste collection routes, number of households, volumes of solid waste, and locations of facilities important to carrying out the requirements of the contract. The bidder's lack of familiarity with all aspects of the contract documents and the Township shall, in no way, diminish his responsibility to perform the contract in a manner which meets all of the terms and requirements of the contract documents.
12. The Township estimates that there will be 6,600 total single family and multi-family residential housing units in the Township involved in the contract for the first year of the contract. Please understand that the above are estimated numbers. The actual number of residential housing units for which service must be provided could be more or less. However, the above estimated number shall be used to calculate the required performance bonds.

13. The contractor shall provide collection of trash at no cost to the Township for the Township's public works building, or at such other location as determined by the Township.

DESCRIPTION OF BID ITEMS AND ALTERNATIVES

BID ITEM 1. Five Year Contract

- a) The contractor to provide for curb side collection of one 32 gallon bag of municipal waste, one large item and curbside recycling to single-family and multi-family residential units once a week for the term of the contract. Yard waste, excluding grass clippings, shall not be counted against the bag limit.

Recycling shall consist of: See Section 6 – Collection of Recyclables

The large item collection shall include:

1. Appliances
2. Carpet 48" max. length rolled & tied
3. Furniture
4. Mattresses & Boxsprings
5. Car Tires Only (must be off rims)
6. Scrap Metal 48" max. length
7. Discarded lawnmowers must have gasoline and motor oil removed.
8. Plumbing Fixtures -- toilets, sinks
9. Washer & Dryer unit

- b) The contractor shall provide for curbside collection of three (3) 32 gallon bags of refuse, equivalent to one 96 gallon toter, one large item, and disposal recycling to residential and multi-family establishments once a week for the term of the contract. Yard waste, excluding grass clippings, shall not be counted against the bag limit.

Recycling shall consist of: See Section 6 – Collection of Recyclables

The large item collection shall include: Same as Bid Item (a) above

Alternative:

The contractor shall provide toters to residential and multi-family residential units on a per quarter charge to only those who would like to rent a toter. Toters shall be 96 gallon containers equipped with wheels for ease of movement and capable of being dumped mechanically into refuse trucks. One large item pick-up is included in this service. This is not to be considered towards the cost of the bid.

SCOPE OF WORK AND SPECIFICATION

1. General Description of Work to be Performed

The work and service to be provided under the contract shall consist of providing all of the equipment and labor for the weekly collection, transportation and disposal of residential municipal solid waste; the weekly collection, transportation and processing for recycling of items designated as recyclables from residential units in accordance with the Springettsbury Township Municipal Solid Waste and Recycling Ordinance, as may be amended from time to time. (A copy of the ordinance is attached). It shall also include equipment and labor involved in the quarterly billing and collection of solid waste fees to individual residential units.

Building contractors' waste, commercial and institutional establishment waste, and waste from industries is not included in this contract except to the extent that the Township may allow small commercial and institutional establishments, due to their volume and type of solid waste, to be treated as dwelling units for the collection of solid waste and the collection and processing of recyclables if the commercial or institutional establishment so elects.

Apartment buildings or complexes of five (5) or more units may opt out of the contract. Apartment buildings or complexes may choose to contract privately for collection and disposal of solid waste & collection and processing of recyclables.

2. Definitions

The following words and phrases used in any of the documents related to this bidding, including the Notice to Bidders, General Requirements and Conditions for Bidding, Scope of Work and Specifications, Form of Bid Bond, Form of Performance Bond, Questionnaire, and Proposal shall have, unless the context clearly indicates otherwise, the meaning given to them in this section.

Bidder . Any person, partnership, firm, or corporation submitting a proposal under the requirements and procedures established by the Township. The term "bidder" is used interchangeably with and shall mean the same as the term "contractor" when used in the bidding documents.

Brush (Yard Waste) – All vegetative garden residue, shrubbery and tree trimmings exclusive of grass clippings and leaf waste. Any bundle of brush cannot weigh more than 50 lbs.

Contractor - A person, partnership, firm, or corporation who is, or potentially is, submitting a bid under the requirements and procedures established by the Township. The term "contractor" is used interchangeably with and shall mean the same as the term "bidder".

Curbside - The general location that the municipal solid waste must be placed for pick-up/collection as set forth in the Springettsbury Township Municipal Solid Waste and Recycling Ordinance.

Dwelling Unit or Residential Unit - Any room or group of rooms, located within a building and forming a single habitable unit with facilities which are used or attempted to be used for living, sleeping, cooking, and eating by one or more persons or one family.

Leaf Waste - Leaves, tree trimmings of less than ¼ inch in diameter and not more than 10 inches in length and similar material, but not including grass clippings and or/brush.

Multi-family establishments - Rental housing apartment buildings or apartment complexes, which have five (5) or more dwelling units, and condominium associations and homeowners associations of five (5) or more dwelling units which are established and organized in such a manner that the association provides common services for the residents of the housing development.

Resident(s) - Any person(s) owning and/or occupying a dwelling unit in Springettsbury Township.

Township - The governmental jurisdiction and legal entity of Springettsbury Township, York County, Pennsylvania.

3. Insurance, Contract, and Bonding

- A. Worker's Compensation Insurance - The contractor shall comply with the provisions of the current Worker's Compensation Act and any supplements or amendments thereto relative to Worker's Compensation Insurance and shall furnish proof to the Township Manager that he has accepted the provisions of said act and either insured his liability thereunder or secured exemption therefrom. An affidavit accepting provisions of the Workman's Compensation Act in the form provided by the Township shall be executed and filed with the Township by the successful bidder.
- B. Contractor's Public Liability and Property Damage Insurance -The contractor shall procure and maintain, during the life of the contract, Contractor's Public Liability Insurance in the amount of not less than \$500,000 for injuries including accidental death to any one person and subject to the same limits for each person in an amount not less than \$1,000,000 per occurrence. The contractor shall also procure and shall maintain, during the life of the contract, Property Damage Insurance in the amount of not less than \$500,000 for each occurrence and aggregate. The Township shall be named as co-insured for all of the above insurance coverage and a certificate showing evidence of the above insurance coverage being in effect shall be filed with the Township prior to execution of the contract by the successful bidder.

- C. Performance Bond -The successful bidder shall furnish a Performance Bond in the amount of one (1) year of the contract price as security for the faithful performance of the contract for the term of the contract. This bond shall be on a form approved by the Township and shall be written by a surety licensed to do business in the locale in which the work is being performed. This bond shall be in compliance with the provisions of Act 385 of the General Assembly of the Commonwealth of Pennsylvania, commonly known and cited as the Public Works Contractors Bond Law of 1967, and any amendments thereto.
- D. Contract -The successful bidder shall, within fifteen (15) days of notification of award of bid, enter into a written contract with the Township of Springettsbury on the form provided by the Township. The contract, a copy of which is attached hereto, shall be executed by the owner(s), officer(s), of the company legally authorized to execute such contracts for the company.

4. Indemnification

- A. The Contractor indemnifies and holds harmless Springettsbury Township and all its officers, agents and employees, successors and assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims or demands of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons or property by reason of any act, omission, negligence or misconduct of said Contractor, his agents or employees in the execution of the performance of solid waste collection under the terms and conditions of this contract, the Ordinance and the Agreement.

The Contractor shall furnish Springettsbury Township with satisfactory proof of insurance coverage in the form of a "Certificate of Insurance" that names Springettsbury Township as an additional insured, as well as a legible copy of the full insurance policy; five (5) copies of such insurance certificate shall be furnished and they shall contain the following notation:

"If, at any time this coverage is cancelled, the (Insurance Company) will notify the insured and additional insureds and Springettsbury Township in writing by registered mail, at least fifteen (15) days prior to the termination of the policy, and before any changes are made in the policies which change, restrict, or reduce the insurance provided or change the name of the insured."

- B. Contractor's Liability and Indemnification

All work shall be under the charge and in the care of the Contractor and at his risk, including risks of every kind and description. The Contractor shall properly safeguard against any and all injury or damage to the public, to any property,

materials or things and shall be responsible for any such damage or injury from his undertaking of the work under the contract and to any person or persons or things connected therewith.

5. Collection of Municipal Waste

- A. General -The contractor shall collect at curbside for single family homes, multi-family residential units, or other authorized locations, and transport residential municipal waste for all units within the legal boundaries of Springettsbury Township as provided for in the Springettsbury Township Municipal Solid Waste and Recycling Ordinance. The contractor shall have the exclusive right to collect and transport municipal waste in the Township. However, the contractor shall recognize that owners or landlords of apartment buildings or complexes (multi-family establishments) of five (5) or more dwelling units may be allowed to contract privately for the collection and transportation of municipal waste and the collection transportation and processing of recyclables.
- B. Handling and Methods -All work completed under this contract shall be completed in a workmanlike, clean and sanitary manner. It shall be the responsibility of the contractor to insure that all workers are trained and knowledgeable of all the regulations and rules regarding the collection of solid waste within Springettsbury Township; to insure that equipment and employees are reasonably clean and sanitary; and to insure that all work is performed in a method that minimizes disturbance to the residents of the Township. The contractor shall also insure that blockage of streets by collection equipment is minimized and that no damage is done to private property.

Collection of garbage and recyclables shall be on the same day.

- C. Containers - For the curb side collection of residential municipal waste, the containers shall be provided by the residents, unless a resident elects the toter service, and shall be of the type and size specified by the Springettsbury Township Municipal Solid Waste and Recycling Ordinance. The contractor shall be required to return non-disposable containers inverted, with lids placed next to inverted containers close to the same location and on the same property as prior to the emptying of the container.

The contractor shall not be required to empty any non-disposable containers weighing more than fifty (50) pounds, nor to pick up any disposable bags, bundles, or boxes which weigh more than fifty (50) pounds or are longer than four (4) feet in any one dimension or have combined dimension of more than sixty-four (64) cubic feet (2.37 cubic yards) except large items and special pick-up items as provided for under Paragraph G below. In any case where the contractor does not empty a container or pick-up a bag, bundle, or box due to the size and weight restrictions set forth above, or because the solid waste is placed in the container in such a manner that it cannot be emptied without damage to the

container, the contractor shall place a notice on the container indicating the reason for non-collection in accordance with the requirements of these specifications.

If the contractor does not replace the containers as specified above, fails to empty the containers or pick-up any bags, bundles, or boxes within the weight and size requirements specified above, or damages any reusable containers, this shall be considered a violation of the contract and be subject to the penalties as otherwise provided in these specifications.

Contractor shall be required to have a sufficient supply of 96-gallon totes available for residents who elect that service. Totes are the property of the contractor, who shall ensure that the totes are maintained in good condition and capable of being used in a proper manner. Contractor shall deliver or replace any tote within three (3) days of notice by the resident. Only totes provided by the contractors shall be used for the service.

- D. Trucks and Equipment - It shall be the contractor's responsibility to maintain collection and transportation vehicles (trucks) in good condition and reasonably clean at all times. Trucks used for the collection of municipal waste from residential units shall be of a size and type that can be operated on the streets and alleys of the Township without getting off the traveled portion of the roadway or doing damage to curbing, planted areas or private property. They shall be so constructed to prevent leakage and shall be enclosed to the extent necessary to ensure no loss of waste from the vehicles during collection or transportation. The contractor shall immediately clean up any spillage or loss of solid waste that may occur during collection and transportation. The contractor shall not leave unattended any truck wholly or partially loaded with solid waste on any private or public properties in the Township except in an emergency situation or except as approved by the Township. All trucks used in the collection or transportation of solid waste in the Township shall have noise muffling devices which limit the noise of the vehicle to the current required manufacturer's standard.

Any vehicle used in the collection and transportation of solid waste from Springettsbury Township shall be assigned a one, two or three digit number which shall be displayed on each side of the vehicle of a size that can be read by a person two hundred feet (200) from the vehicle. Each vehicle shall also have displayed on both sides of the vehicle the contractor's name and company logo.

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

The Township shall have the right to inspect any collection vehicle at any time

and any place it is being used within the Township. The contractor shall make vehicles available for inspection whenever so requested by the Township at a time and place mutually agreed upon.

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

- E. Time and Hours of Collection - Curbside collection of municipal waste from all residential units within the Township shall be made once each week during the days Monday through Friday. Collections may also be made on weekend days when a legal holiday falls on a weekday or in cases of delays due to inclement weather or emergencies beyond the control of the contractor. Collection shall not begin earlier than 6:00 a.m. and shall be completed by 7:00 p.m. any day that collections are permitted to be made.

Prior to commencing work under this contract, the contractor shall provide to the Township a map clearly indicating each collection route, days of pick-up for each collection route, and the progression of pick-ups over the course of each route.

In accordance with other provisions of these specifications, the contractor shall be responsible to provide for publication and advertising to the general public the schedule(s) for residential collections.

- F. Collection Route Restrictions During Rush Hours - Contractor shall not collect garbage, recycling or large item collection on the following roads between the hours of 6:00 am to 9:00 am and 3:00 pm to 6:00 pm:

Mt. Zion Road	Deininger Road
Mt. Rose Avenue	Druck Valley Road
Haines Road	Ridgewood Road
Edgewood Road	Concord Road
Locust Grove Road	Concord Road Extended
Sherman Street	

- G. Special Back Door Pickup - The Township may require the contractor to collect solid waste and recyclables from the back door or the convenient location in cases where the resident is physically disabled and, therefore, it would be a hardship for the resident to place his/her solid waste and recyclables at the curb side. Hardships of this nature shall be determined by the Township on an individual basis and the contractor shall be notified by the Township of the special pick-up requirements in each individual case. There may be a reasonable monthly charge for this service.

- H. Special Pick-Ups -The contractor shall also provide services for pick-up of municipal waste at residential units on an on-call basis at the request of the property owner or resident. The purpose of these special pick-ups is to dispose of bulky items or waste quantities that would not be picked up as part of the regular weekly residential collection service. The cost for providing special pick-up service will be billed directly to the person requesting such service. Any failure of the contractor to provide special pick - ups within a reasonable amount of time upon request or to charge more than allowed for special pick-ups under this contract, shall be considered in violation of this contract and the contractor shall pay a penalty as provided otherwise in these specifications.

Those residents of the Township owning small businesses within the Township may request single pick-up of municipal waste at their place of business. The resident must register with the contractor and the Township as to the refuse pick - up site if other than their residence.

The contractor shall provide a current fee schedule for special item pick-up, and shall notify the Township, in writing, of changes to such fees.

5. Disposal of Municipal Waste

- A. The contractor shall dispose of municipal waste from Springettsbury Township at the York County Solid Waste Facility for the length of the contract. The contractor shall provide to the Township written documentation of the State certification or permit for the operation of this disposal facility and written documentation conclusively showing that the owner and operator of the waste facility has granted permission to the contractor for the disposal of waste at the facility.
- B. The Township shall have the right at any time during the term of this contract to designate a disposal facility for waste not accepted by the York County Solid Waste Authority. If the Township designates a disposal facility, the contractor shall dispose of all municipal waste collected under the contract at the disposal facility designated by the Township. The contractor shall be responsible to comply with all Federal and State laws, the regulations of the State Department of Environmental Protection, the requirements of the Springettsbury Township Municipal Solid Waste and Recycling Ordinance, and the rules and regulations of the disposal facility owner in disposing of waste at this facility.
- C. Disposal Information to be provided to the Township -The contractor shall submit to the Township monthly reports showing detailed information on municipal waste disposed of at the designated disposal facility. This report shall be on forms provided by the Township, or agreed to by the Township, and shall include information on a calendar month basis. The report shall be submitted to the Township by the 15th day following the end of each month. The report shall be signed by appropriate designated official of the contractor and shall include, but not be limited to, the following information:

1. Beginning and ending dates of report.
2. Total weight and volume of all waste dumped during the month.
3. Residential Recycling shall be separated into the following materials:
 - A. Commingled Recyclables (as defined in Chapter 276 of Code of Ordinances)
 - B. Brush
4. Commercial & Institutional Materials
 - A. Commingled Recyclables (as defined in Chapter 276 of Code of Ordinances)
 - B. Brush
5. Residual Waste
6. Billing Information
 - A. Number of residential units billed and type of service (quarterly basis)
 - B. Number of residential units paid (monthly basis)
 - C. Number of residential units with terminated service (monthly basis)
 - D. Number of residential units renting toters (quarterly basis)

Contractor shall provide to the Township, upon written request, all detailed information on the disposal of garbage and recyclables collected within the Township. This information may include, but is not limited to, tare weight forms for both garbage trucks and recycling vehicles, vehicles used and customer counts.

Failure of the contractor to submit this report in the time specified above or failure to provide complete information on all waste dumped during the course of the month of the report, shall be in violation of the contract and the contractor shall be subject to penalty provided otherwise in these specifications.

6. Collection of Recyclables

- A. General - As part of the contract, the Township will continue the curb side recycling collection program in accordance with the provisions of the Springettsbury Township Municipal Solid Waste and Recycling Ordinance. The contractor shall provide all equipment and labor to collect at the curbside items for recycling. The contractor shall have the exclusive right to collect, process, and market designated recyclable materials from residential units in Springettsbury Township when placed at curbside or other proper locations for this purpose.

Under the requirements of Act 101 of the Pennsylvania General Assembly, 1988, Chapter 15, owners, landlords or agents of owners or landlords of multi-family rental housing properties with five (5) or more units may establish their own recycling collection system. If an owner, landlord, or agent thereof chooses to establish his/her own recycling collection, processing, and disposition system, such establishment shall not be under this exclusive contract.

- B. Recyclable Items to be Collected .
1. At Residential Units: The following items (as defined by the Springettsbury Township Municipal Solid Waste and Recycling Ordinance) shall be collected by the contractor at the curbside at all residential units within the legal boundaries of the Township:
 - A. Newsprint
 - B. Glass - clear, brown, green
 - C. Aluminum
 - D. Plastic bottles #1-#7! PET -HDPE
 - E. Christmas trees – one time per year
 - F. Steel and Bi-metallic Cans
 - G. Residential mixed paper
 - H. Aerosol cans
 - I. Cardboard

The Township reserves the right to add or delete items from this list with mutual agreement of the contractor during the term of the contract.

2. Leaf waste - Leaf waste from residential units, to be separated and recycled as established by the Springettsbury Township Municipal Solid Waste and Recycling Ordinance, shall be completed by the Public Works Department and, therefore, is not a part of the contract.
- C. Scheduling - Items to be recycled from residential units shall be collected by the contractor at a minimum of once a week on a regularly scheduled basis and on the same day as the collection of solid waste. Collection of recyclables from the residential units shall not begin before 6:00 a.m. and shall be completed by 7:00 p.m. The contractor shall file with the Township, prior to commencing the contract, a schedule showing the collection routes for recyclable items, the day for each route, and the progression of collection along the route.
- D. Handling and Methods - The contractor shall conduct all labor for the collection of recyclables in a workmanlike manner and maintain clean and sanitary conditions. The contractor shall be responsible for the full training of collection workers and for ensuring that they are familiar with all rules and regulations for the collection of recyclables.
- E. Recycling Vehicles - The contractor shall provide vehicles for the collection of recyclables appropriate to carry out this task, including specially designed vehicles if necessary. Vehicles used for the collection of recyclable items shall meet the same requirements as provided for in these specifications.
- F. Ownership of Recyclable Materials - In accordance with the Springettsbury Township Municipal Solid Waste and Recycling Ordinance, from the time of

placement of recyclable items at the curb or appropriate location by the resident or the multi-family establishments as the case may be, recyclable items shall become the property of the contractor and it shall be the contractor's exclusive right to collect, transport, process, and market, or sell these recyclable materials.

7. Processing of Recyclables

- A. General - The contractor shall be responsible for transportation and disposition of all recyclable materials, except as otherwise provided in this section, and to ensure that these recyclable items are further processed, marketed, and disposed of in a manner that ensures the recycling of these items. The contractor is prohibited from disposing of any recyclable in any municipal solid waste disposal facility (landfill or incinerator) without the written approval of the Township.
- B. Cost of Recycling Services - The contractor shall not charge the Township or any residential unit or multi-family establishment a separate charge for the collection, processing, and disposition of recyclable items. Any cost for the collection, transportation or processing of recyclable items shall be included in solid waste fees.
- C. Proceeds from the Sale of Recycling Services - Any monetary or other consideration received by the contractor for the sale of recyclable items, may be kept by the contractor to offset his cost for performing under the contract.
- D. Special Conditions Regarding Disposition of Recyclables - The contractor shall be responsible for the collection, processing, and marketing of all recyclable items as specified above; however, if there is no market for the recyclable items, the contractor shall not dispose of the recyclable items in a sanitary landfill or incinerator without the clear written approval of the Township. If the situation arises that the contractor cannot provide for the recycling of items, the Township reserves the right to specify a location for the disposition of the recyclable items.

8. Information and Complaint Handling

- A. Public Information and Advertising
 - 1. Prior to start of contract:
 - a. Prior to the effective date for the contractor to begin collecting municipal solid waste and/or recyclables under the contract, the contractor shall develop and disseminate a public notice approved by the Township. This public notice shall include the schedules for pick-up of both municipal solid waste and/or recyclables; rules, regulations, and guidelines for residents in the use of the services under the contract; information regarding complaint handling by the contractor; and any other notice by the Township. This notice shall, at minimum, be advertised three (3) times, the first time being not more than

sixty (60) days nor less than forty-five (45) days prior to start-up of the collection service under the contract; the second notice being not more than forty-five (45) days nor less than fifteen (15) days prior to start-up of the collection service under this contract; the third notice being not more than fifteen (15) days nor less than seven (7) days prior to start-up of the collection service under this contract. This public notice shall be approved by the Township. It shall be published in each of the following newspapers in accordance with the above schedule:

York Daily Record
York Dispatch

- b. The contractor shall also provide to the Township forty-five (45) days prior to the start-up of collection services under the contract, five hundred (500) copies of the notice printed as an informational flyer to be distributed by the Township, as well as a computer disk with the flyer data for placement on the Township's website and newsletter. No less than five (5) days prior to the first day of collection services under this contract for each collection route, the contractor shall mail a copy of this flyer to each residential unit on the route.
- c. The contractor shall coordinate and cooperate with the appropriate officials of the Township on the preparation and content of all advertisements and informational brochures.
- d. The contractor shall also participate in an informational meeting within the Township to disseminate information regarding the solid waste collection services proposed by this contract prior to the start-up date of collection services under this contract. The contractor shall help the Township to develop the information to be disseminated at this meeting and be present at the meeting to help explain and answer questions of the public regarding the proposed solid waste collection services provided for under the contract.
- e. At least forty-five (45) days prior to the start-up of the collection of solid waste services and/or recycling services under this contract, the contractor shall provide a toll free or local telephone number for businesses and residents of the Township to call for information regarding the collection services. The telephone calls shall be handled by employees of the contractor who are well-informed of the provisions of the contract and the solid waste collection service for Springettsbury Township, during regular business hours of the contractor. During non-office hours of the contractor, the contractor shall provide an electronic answering

service for this telephone number for residents to leave their name and number and/or questions to be answered by the contractor the next working day.

- f. The above specifications regarding dissemination of information by the contractor prior to the start-up of the collection services under the contract are the minimum requirements of the Township and the contractor is encouraged to provide more informational services that will benefit residents of Springettsbury Township and to generally cooperate with the Township to the extent necessary to fully inform the residents of Springettsbury Township of the new solid waste collection service.

2. On-going information services:

- a. The contractor shall, in addition to the above, pay the Township four thousand dollars (\$4,000) per year to provide for notices in the Township newsletter to inform new residents of the rules and regulations and guidelines for the solid waste collection service provided under this contract and to remind all residents and businesses of Springettsbury Township of any special problems related to providing services under this contract.
- b. During the full term of the contract, the contractor shall continue to provide an informational toll free telephone number and website for the residents of Springettsbury Township in accordance with that specified in the contract.

- B. Complaint Handling - All complaints by residents of the Township made through the Township or directly to the contractor regarding the services provided under the contract shall be responded to by the contractor within two (2) working days after receipt of the complaint.

The contractor shall submit a report to the Township each month by the 15th day of the following month listing all of the complaints received by the contractor during the previous calendar month. This report shall be on forms provided by the Township and agreed upon by the Township and shall include, at minimum, the following information:

- Date of complaint
- Name, address, telephone number of person making complaint
- Description/nature of complaint
- Name and title of person taking complaint
- Date of resolution of complaint
- Description of resolution of complaint

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

The Township reserves the right to intercede in any unresolved complaint by a resident or property owner; to investigate said complaint; and to act as intermediary to bring the resident and contractor together to resolve the complaint. Any complaints left unresolved after mediation by the Township shall be submitted to the Township Board of Supervisors, whose decision regarding the complaint shall be final.

Failure of the contractor to respond to any complaint in the time period required or to accept and act upon the decision of the Board of Supervisors regarding the complaint shall be considered a violation of the contract and the contractor shall be subject to penalties as otherwise provided in these specifications.

- C. Notice to Resident of Violation - If the contractor does not pick-up solid waste or recyclable items from any residential unit due to the resident not complying with the rules and regulations regarding the placement of containers, the type and size of containers or bundles or boxes, or the proper containerization or separation of the recyclables, the contractor shall place, either in the container or at the door of the residence, a notice indicating the reason that the waste or recycled items were not picked up on that day. A copy of this notice should be forwarded to the Township within two (2) working days after the notice is issued to the resident.

9. Billing and Payment System for Curbside Collection of Cans/Bags at Residential Units

- A. It shall be the responsibility of the contractor to produce quarterly billings for customers. A copy of the customer list shall be provided to the Township at the beginning and ending of this contract and become Township property. Billing and payment system under the bid specifications shall be a two part system whereby the contractor bills a base quarterly charge to each resident (dwelling unit) for collection and disposal of either one (1) 32 gallon can or bag or three (3) 32 gallon cans or bags of solid waste per week from each dwelling unit and for the collection and processing of recyclable items. For residential units who need services in excess of three cans/bags per week, the Township or designated representative will sell tags and/or bags directly to the resident for placement on the excess cans or bags. The contractor shall not collect any cans/bags in excess of three (3) per week that do not have the tag and/or bag attached. The contractor shall be responsible at the time of collection to remove the tag and remit the tag to the township for reimbursement.

It shall be the sole responsibility of the contractor for collection of any and all bills, delinquent or otherwise as follows:

1. Base per residential unit quarterly charge as bid by the contractor. (This shall include the contractor's cost for billing and collection of bills.)
2. This is including any surcharge added by the Township to cover the

Township's administrative costs or costs of providing additional (not contractor related) recycling services.

The contractor shall retain the amount collected for the collection of waste services as payment for services under the contract. The contractor shall remit to the Township, on a monthly basis by the end of the following month, the amount collected under the Township's surcharge (the amount of the surcharge per bill multiplied by the number of bills collected).

For the collections and disposal of municipal solid waste in excess of 3 cans/bags per week per residential unit, the Township or designated representative shall sell tags and/or bags to the resident. The contractor shall not collect any cans or bags in excess of three (3) per week per residential unit unless the appropriate tags and/or bags are used. The Township shall, within 15 days, pay over to the contractor an amount equal to the number of tags and/or bags sold within the Township multiplied by the price per excess can/bag as bid by the contractor. The Township may also attach a surcharge to the price of the tag and/or bag, however, this surcharge shall be retained by the Township to cover its administrative costs.

The Township shall reserve the right to audit the billings, payments to the contractor by residents, and the solid waste collection methods used by the contractor at any time in order to determine that all residential units are being billed appropriately, that adequate procedures are being used to collect delinquent bills and that the contractor is remitting to the Township the correct amount of money for the surcharge.

10. Penalties for Violations of Contract

A. Amounts -It shall be understood and agreed that the Township has the right to, and will deduct from the monthly installment payment to the contractor for excess tags or bags or to assess and bill to the contractor amounts as penalties and liquidated damages for each violation of the contract as follows:

1. Garbage not collected, per dwelling unit: \$ 25.00
2. Failure to handle or resolve complaint as required: \$ 25.00
3. Solid waste container not properly replaced and/or covered: \$ 25.00
4. Spillage of any solid waste when conveying solid waste to the collection vehicle or from the collection vehicle onto public street or private property and failing to immediately clean the spillage from the street or private property: \$75.00
(plus the cost of cleanup if the Township performs the cleanup)
5. Failure to make special pick-ups \$25.00
6. Disposal of waste at a disposal facility that is not properly permitted or licensed to receive such waste, or at a facility not designated to receive waste from Springettsbury Township if one is designated by the Township: \$500.00

7. Failure to file with the Township required reports: \$ 25. 00
8. Damage or loss of recycling bins by contractor employees due to carelessness or improper placement of bins at curb side: \$ 15.00
9. Starting pickup of garbage or recyclables before 6:00 a.m.: \$25.00
10. Collection of restricted roadways during rush hours: \$25.00

B. Subsequent Violations -The above deductions or penalty assessments shall be for the first offense. The deductions (penalties) for 1, 2, 3, 5 and 7, as listed in subsection A above, shall increase by ten (\$10) dollars for each subsequent violation during the course of one contract year. The deductions (penalties) for 4, as listed in subsection A above, shall increase twenty-five (\$25) dollars for each subsequent violation during the course of one contract year. The deductions (penalties) for 6, as listed in subsection A above, shall increase by one hundred (\$100) dollars for each subsequent violation during the course of one contract year.

C. Resolution of Disagreements or Penalties -Any questions on deductions or penalty assessments for violations shall be decided by the Township Manager, subject to appeal to the Township Board of Supervisors. The decision of the Township Board of Supervisors on the question of the appropriateness of the deduction for violation shall be final and conclusive.

11. Miscellaneous Provisions

A. Term of the Contract -The base term of the contract shall commence on January 1, 2013 and expire on December 31, 2017. The total contract length may not exceed five (5) years.

B. Sub-letting or Assigning Contract -The contractor shall give its personal attention constantly to ensure faithful performance of the work under the contract and shall keep the same under its control and shall not assign by power of attorney or otherwise, nor subcontract work or any part thereof.

The contractor shall not, either legally or equitably, assign any of the monies payable under the contract, unless by and with the written consent of the Township.

C. Termination or Cancellation of the Contract by the Township - If all or part of the work under this contract is abandoned by the contractor, or if this contract shall be assigned or the work subcontracted other than as herein specified, or if, at any time, the Township Board of Supervisors shall be of the opinion, and certify in writing (Certificate shall be final, binding, and conclusive on the contractor), that the performance of the contractor is unnecessarily or unreasonably delayed, or the contractor is violating any of the conditions or covenants of the contract requirements, or the specifications thereof, or is executing the same in bad faith or not in accordance with the terms thereof, the Township Board of Supervisors may cancel or terminate the contract by written notice to be served upon the contractor,

either personally at his place of business or by certified mail. If the contract is terminated by the Township for the above stated reasons, the Township shall have the power and is hereby authorized to perform the work of the contract, utilizing its own equipment and labor or to further contract the performance of the work under the contract and to take action to collect the cost of completion of the contract from the performance bond filed by the contractor.

- D. Failure of Contractor to Perform Part of Contract - If the contractor shall fail to perform any part of the work called for in the contract in accordance with the terms thereof, and if the Township Board of Supervisors decides not to cancel and terminate the contract as provided in the previous section, the Township Supervisors shall have the power and are hereby authorized to perform or procure to be performed such part of the work as the contractor shall fail to perform and to do so at the expense of the contractor and to deduct such expenses or to collect the cost of the same out of the performance bond filed by the contractor.
- E. Non-Discrimination - Neither the contractor nor any sub-contractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, or national origin.
- F. Cost of Litigation or Arbitration - If any litigation or arbitration proceedings are instituted to enforce the provisions of the contract, the court order or award shall include a provision to the prevailing party for reasonable legal fees, costs, and expenses of arbitration or litigation as the court or arbitrator deems appropriate.
- G. Disputes - Except as may otherwise be provided in the contract, disputes between the parties arising out of or relative to the contract, or the breach thereof, which is not disposed of by mutual agreement, will be settled by non-binding mediation before instituting any legal proceeding at the District Magistrate or in the Court of Common Pleas.

12. Licenses and Laws

Each bidder shall agree, as a condition precedent to the acceptance of this bid and the execution of any contract thereunder, to observe and comply with all regulations of the United States Government, the Pennsylvania Department of Health and the Pennsylvania Department of Environmental Protection, or any other agency having jurisdiction, and with the provisions of the ordinances of Springettsbury Township, as far as the same shall in any way affect the collection, transportation and disposal of garbage and solid waste and recyclables collected with Springettsbury Township.

PROPOSAL FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE AND RECYCLABLES

The undersigned, having read the Legal Notice, General Stipulations, Information to Bidders and Specifications, hereby proposes to furnish all labor, equipment and appliances and to collect all garbage and recycling collected within the corporate limits of the Township of Springettsbury, for the period of five (5) years beginning the first day of January 2013, pursuant to and in strict and full compliance with the General Stipulations, Information for Bidders, and Specifications hereto annexed and, by this reference, made a part of this proposal, and for the five (5) year period, as follows:

BID ITEM NO. 1

Bid Item No. 1 a. One Bag Per Week, Recycling and One Large Item Collection		
Year	Quarterly Amount Per Unit	Total Annual Amount (Based on 750 Units)
2013	\$34.50/QtR	\$103,500. ⁰⁰
2014	\$34.50/QtR	\$103,500. ⁰⁰
2015	\$34.50/QtR	\$103,500. ⁰⁰
2016	\$34.50/QtR	\$103,500. ⁰⁰
2017	\$34.50/QtR	\$103,500. ⁰⁰

Total Annual Amount for all 5 years for Bid Item 1(a): \$517,500.⁰⁰ (5yr. total)

Bid Item No. 1 b. Three Bags Per Week, Recycling and One Large Item Collection		
Year	Quarterly Amount Per Unit	Total Annual Amount (Based on 6,700 Units)
2013	\$34.50/QtR	\$924,600. ⁰⁰
2014	\$34.50/QtR	\$924,600. ⁰⁰
2015	\$34.50/QtR	\$924,600. ⁰⁰
2016	\$34.50/QtR	\$924,600. ⁰⁰
2017	\$34.50/QtR	\$924,600. ⁰⁰

Total Annual Amount for all 5 years for Bid Item 1(b): \$4,623,000.⁰⁰ (5yr. total)

Total Annual Amount for Both Bid Item 1(a) and Bid Item 1(b): \$5,140,500.⁰⁰ (5yr. total)

Bid Item No. 1
Alternative: Toter rental service

Year	Quarterly Amount For Service
2013	18.00 / Qtr
2014	18.00 / Qtr
2015	18.00 / Qtr
2016	18.00 / Qtr
2017	18.00 / Qtr

NOTE: Bid amount does not include Springettsbury Township Solid Waste Fee, which is in addition to the bid unit amount.

IN WITNESS WHERE OF, Penn Waste Inc. (bidder), by our duly authorized agents, hereby submit this bid as of this 30th day of August, 2012.

Attest

Contractor Penn Waste Inc.

[Signature]
 Secretary

[Signature]
 Principal

Name of Principal: Scott R. Wagner
 Title: President
 Company: Penn Waste Inc.
 Address: P O Box 3066
 City, State, Zip Code: York PA 17402
 Telephone: 717-767-4456
 FAX: 717-767-4285

SCOTT R. WAGNER
PRESIDENT
PENN WASTE INC.



Penn Waste Inc.
Pricing for Special Item Pick Up

Item Description	Price
Air Conditioner*	\$25.00
Bed Frame	\$10.00
Box Spring	\$15.00
Carpet (larger than 8' X 12')	\$25.00
Carpet (up to 8' X 12')	\$15.00
Chair (kitchen)	\$10.00
Chair (metal)	\$15.00
Chair (upholstered)	\$15.00
Dehumidifier *	\$10.00
Desk-Metal	\$25.00
Desk-Wooden	\$15.00
Dishwasher	\$25.00
Dresser (double)	\$20.00
Dresser (single)	\$15.00
Dryer	\$25.00
Exercise Bike	\$15.00
Fiberglass Tub (cut into lengths less than 4')	\$35.00
File Cabinet-Metal	\$15.00
Freezer (upright or chest) *	\$35.00
Gas Grill (propane tank removed)	\$20.00
Glass (plate glass-over 4')	\$35.00
Hot Water Heater	\$25.00
Humidifier	\$15.00
Mattress	\$25.00
Microwave	\$10.00
Recliner	\$35.00
Refrigerator (small) *	\$20.00
Refrigerator (standard) *	\$35.00
Sofa (sleeper)	\$35.00
Sofa (standard)	\$25.00
Stove	\$25.00
Swing Set in Pieces-No Concrete	\$25.00
Table	\$15.00
Television (console)	\$15.00
Television (medium portable)	\$10.00
Television (small portable)	\$10.00
Tires (no rims) price per tire	\$5.00
Toilet	\$20.00
Vacuum	\$15.00
Washing Machine	\$25.00

**Items containing Freon will require special handling
Please call 717-767-4456 for instructions*

**NO BUILDING DEBRIS: DRYWALL, CONCRETE, INSULATION,
SHINGLES, LUMBER, ETC.**

August 2012



Penn Waste, Inc
 P.O. Box 3066 ♦ York, PA 17402
 Phone 717.767.4456
 www.pennwaste.com



August 30, 2012

Springettsbury Township
 1501 Mt. Zion Rd.
 York, PA 17402

RE: "Financial Statement"

Dear Springettsbury Township,

This letter is in reference to your request for full and complete statement of the financial condition of the bidder as requested, Item # 6 under the General Requirements and Conditions for Bidding section.

Penn Waste Inc has the financial resources, available lines of credit, and equipment to complete the work required as per your bid specifications. Enclosed with this letter is a full and complete financial report provided by Parente Beard Company LLP for the year ending December 31, 2011.

I certify that Penn Waste is in good financial condition and that the submitted financial information to be complete and correct.

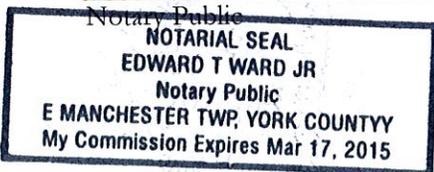
I certify that Penn Waste does not have any unsatisfied judgements or any pending litigation.

I certify that Penn Waste will pay its employees not less than the minimum wage as set by the U.S. Government during the term of the agreement.

Sincerely,

Scott R. Wagner
 President
 Penn Waste Inc

Scott R. Wagner personally appeared before me this 30th day
 of August, A.D. 2012, being duly sworn according to law.



Your Best Local Choice!

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Penn Waste, Inc.

85 Brickyard Rd., Manchester, PA 17345

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company

2115 Rexford Road, Suite 310, Charlotte, NC 28211

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto Springettsbury Township

1501 Mt. Zion Road, York, PA 17402

as Obligee, hereinafter called the Obligee, in the sum of One Hundred Thousand Dollars and 00/100

Dollars (\$ 100,000),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Residential Garbage and Recycling Collection Contract

Bid Due: August 30, 2012 10:00 am

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of August, 2012

Mary K. Meola
(Witness)

SCOTT R. WAGNER
PRESIDENT
PENN WASTE INC.

Penn Waste, Inc.

(Principal)

(Seal)

By:

(Title)

Bonnie T. Atnip
(Witness)

Bonnie T. Atnip

International Fidelity Insurance Company

(Surety)

(Seal)

By:

Arthur L. Colley
Attorney-in-Fact Arthur L. Colley

(Title)

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

BONNIE T. ATNIP, ARTHUR L. COLLEY, NICOLE M. COLLEY

Charlotte, NC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March. 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of August, 2012 .

Assistant Secretary

BID BOND

(attach bid bond here)

CONTRACT

THIS CONTRACT, made and entered into this 28 day of September, 2012, by and between the Township of Springettsbury, York County, PA (hereinafter called "Township"), and Penn Waste Inc. (hereinafter called the "Contractor").

WITNESSETH, that the Contractor and the Township for the consideration stated herein agree as follows:

1. Term. This contract shall take effect on January 1, 2013, and remain in full force and effect until December 31, 2017. The solid waste collection services and recycling services are to be provided as apart of this contract shall commence at 6:00 a.m. on January 1, 2013 and terminate at 7:00 p.m. on December 31, 2017.
2. Scope of Work. The Contractor is granted the sole and exclusive right, to the extent provided for in the Contract Specifications, within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide for the services listed below and to perform all of the work called for and described in the Contract Documents pertaining to those services.
3. Components Parts of the Contract Documents. The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.

General Explanation of Bidding Procedures and Alternatives
General Requirements and Conditions for Bidding
Description of Bid Items and Alternates
The Contractor's Bid Proposal Form
Scope of Work and Specifications
Performance Bond
All other certifications and Affidavits required to be submitted by the bidding instructions or specifications
Springettsbury Township Municipal Solid Waste and Recycling Ordinance

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

This contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part or provisions of this Contract conflicts therewith, the said statute shall govern. This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of this contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and

subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

IN WITNESS WHEREOF, we the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at the Springettsbury Township Office, 1501 Mt. Zion Road, York, Pennsylvania, as of this 28 day of September 2012.

Attest

Township of Springettsbury

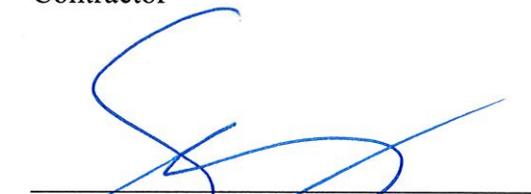

Secretary


Chairman, Board of Supervisors

Attest

Contractor


Secretary


Principal

SCOTT R. WAGNER
PRESIDENT
PENN WASTE INC.

Non-Collusion Affidavit

I, Scott R. Wagner, the Bidder (or the President of Penn Waste Inc., the Bidder) for the collection, transportation and disposal of residential garbage and recycling in Springettsbury Township for the period of January 1, 2013 to December 31, 2017, hereby swear and affirm that:

Neither the Bidder, nor any co-owner, partner, executive officer or greater than 5 percent shareholder of the Bidder, has 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 within the last three (3) years, except for the following:

Neither the Bidder, nor any co-owner, partner, executive officer or greater than 5 percent shareholder of the Bidder has engaged in any activity with any other person, including other bidders, or officers, employees or agents of Springettsbury Township, to determine in advance the winning bidder for the collection and transportation residential garbage and recycling for Springettsbury Township for the period of January 1, 2013 to December 31, 2017, including but not limited to (a) agreeing to submit identical bids, (b) agreeing to rotate bids, (3) agreeing to share profits with another bidder who does not submit the low bid, (4) submitting pre-arranged bids, agreed-upon higher or lower bids, or other complementary bids, or (5) agreeing not to submit bids.

The statements made in this affidavit are true and correct. I understand that any false statements made herein are subject to penalties of 18 Pa. C.S. §4903, relating to false swearing, and the Anti-Bid Rigging Act, Act of Oct. 28, 1983, P.L. 176, No. 45, 73 P.S. §§1611, et seq.

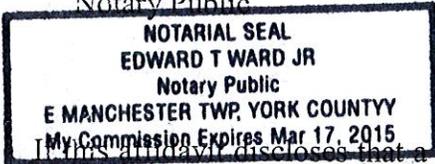
BIDDER Penn Waste Inc.

BY: 

SCOTT R. WAGNER
PRESIDENT
PENN WASTE INC.

Sworn and subscribed this
30th day of August, 2012
Edward T Ward Jr

Notary Public



Notice

If this affidavit discloses that a person has 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 or any public contract within the last three years, it DOES NOT PROHIBIT Springettsbury Township from accepting the bid but may be a ground for consideration on the question of whether the Township should decline to accept the bid on the basis of lack of responsibility.



Index	<u>Township of Springettsbury, PA - Archive 2012-08-29</u>	Search
CHAPTER 265 SEWER SYSTEM, PUBLIC	Help	CHAPTER 281 STORMWATER MANAGEMENT

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[Jump to Content](#)

CHAPTER 276. SOLID WASTE AND RECYCLING

- [§ 276-1. Purpose.](#)
- [§ 276-2. Definitions.](#)
- [§ 276-3. Accumulation and storage of regulated municipal waste.](#)
- [§ 276-4. Accumulation and storage of designated recyclable materials.](#)
- [§ 276-5. Accumulation and storage of leaf waste.](#)
- [§ 276-6. Accumulation and storage of other municipal waste.](#)
- [§ 276-7. Health and safety.](#)
- [§ 276-8. Licensing of collectors.](#)
- [§ 276-9. Duties of collectors.](#)
- [§ 276-10. Collection, transportation and disposal of designated recyclable materials.](#)
- [§ 276-11. Collection, transportation and disposal of regulated municipal waste.](#)
- [§ 276-12. Collection, transportation and disposal of leaf waste.](#)
- [§ 276-13. Collection, transportation and disposal of other municipal waste.](#)
- [§ 276-14. Mandatory recycling of designated materials.](#)
- [§ 276-15. Preparation and placement of designated recyclable materials.](#)
- [§ 276-16. Executive contract.](#)
- [§ 276-17. Additional administrative charge.](#)
- [§ 276-18. Implementation and administration.](#)
- [§ 276-19. Scavenging.](#)
- [§ 276-20. Existing contracts.](#)
- [§ 276-21. Unlawful activity.](#)
- [§ 276-22. Violations and penalties.](#)
- [§ 276-23. Persons liable.](#)
- [§ 276-24. Injunctive relief.](#)
- [§ 276-25. Concurrent remedies.](#)

Chapter 276. SOLID WASTE AND RECYCLING

[HISTORY: Adopted by the Board of Supervisors of the Township of Springettsbury 7-26-1990 by Ord. No. 1990-03 (Ch. 20, Part 1, of the 2003 Code). Amendments noted where applicable.]

§ 276-1. Purpose.

[Amended 3-22-2012 by Ord. No. 2012-01] The purpose of this chapter is to provide for the proper storage, collection, transportation and disposal of municipal waste generated within the Township by implementing the York County Municipalities Solid Waste Management Plan Update, as adopted with amendments by the Township. It is the further purpose of this chapter to establish and implement a single stream collection system for recyclable materials as required by Chapter 15 of the Municipal Waste Planning, Recycling and Waste Reduction

Act, Act of July 28, 1988, P.L. 528, No. 101. *Editor's Note: See 53 P.S. § 4000.101 et seq.* In furtherance of both purposes, the Board of Supervisors adopts and incorporates herein by reference the legislative findings, purposes and goals set forth in § 102 of said Act. *Editor's Note: See 53 P.S. § 4000.102.*

§ 276-2. Definitions.

[Amended 12-16-1993 by Ord. No. 1993-15] As used in this chapter, the following words and terms shall have the following meanings:

ACT 97

The Municipal Waste Management Act, Act of July 7, 1980, P.L. 380, No. 97, as now or hereafter amended. *Editor's Note: See 35 P.S. § 6018.101 et seq.*

ACT 101

The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, as now or hereafter amended. *Editor's Note: See 53 P.S. § 4000.101 et seq.*

ALUMINUM

All food and beverage cans made of the light in weight, ductile and malleable metallic substances or element commonly known as aluminum. This description excludes aluminum foil, trays, plates and miscellaneous aluminum products.

BRUSH (YARD WASTE)

All vegetative garden residue, shrubbery and tree trimmings, exclusive of grass clippings and leaf waste. [Added 2-24-2005 by Ord. No. 2005-04]

COLLECTOR

An individual, partnership, firm or corporation which has been licensed by the Township to collect and transport municipal waste pursuant to § [276-5](#) of this chapter.

COMMENCEMENT DATE

July 1, 1990, the date upon which Township's mandatory recycling program begins.

COMMINGLED

Recyclable materials which have been segregated from regulated municipal waste but which have not been separated into different types of recyclable materials and which have been placed in a recycling container for the purpose of collection.

CORRUGATED PAPER

Layered paper or cardboard in which one or more layers is pressed into parallel grooves or ridges and which is normally used for wrapping, packing, shipping and/or the storage of dry materials.

CURBSIDE

The correct location for the placement of refuse containers and recycling containers for the purposes of collection by a collector, which shall be adjacent to the residential unit and no more than five feet from the public street used by collection vehicles.

DESIGNATED RECYCLABLE MATERIALS

Those recyclable materials designated in § [276-14](#) of this chapter or in the Township's policies and procedures for source separation.

DROPOFF CENTER

A facility maintained by the Township with recycling containers for use by Township residents in the disposal of designated recyclable materials.

EXISTING CONTRACT

Any contract for the storage, collection, transportation, processing or disposal of regulated municipal waste or recyclable materials generated or located within the Township which was legally entered into prior to the effective date of this chapter and when entered into was legally enforceable.

GLASS

The hard, brittle and transparent or partially transparent substance produced by fusion of silica and silicates or sand containing soda and lime and/or other chemicals and substances usually or conveniently included in the manufacture of glass. For the purposes of this chapter, the term "glass" shall mean only those materials commonly known as glass bottles or containers, including all food and beverage containers made of glass, whether clear or colored, of one gallon or less capacity. The term "glass" excludes containers of a greater capacity than one gallon, glass which is not in the form of bottles or containers, glass which is laminated, wired or mirrored, ceramics and crystal.

HIGH-GRADE OFFICE PAPER

Printed or unprinted sheets, shavings or cuttings of sulphite or sulphate ledger, bond, writing or other paper having similar fibre and filler content including, but not limited to, stationery, copy paper and computer paper. Treated, coated, padded and heavily printed stock is not included.

LEAF WASTE

Leaves, tree trimmings of less than 1/4 inch in diameter and not more than 10 inches in length and similar material, but not including grass clippings and/or brush.[Amended 2-24-2005 by Ord. No. 2005-04]

MULTIFAMILY UNIT

A property with five or more residential units including, without limitation, apartment complexes, condominium complexes, retirement homes and mobile home parks within the Township, excluding farms.

MUNICIPAL WASTE

Any 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 any sludge not meeting the definition or residual or hazardous waste in the Solid Waste Management Act from a municipal commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials.

NEWSPRINT

Paper of the type commonly used for the printing of newspapers and newspaper advertising or other supplements, including glossy or coated paper of the type found in magazines and periodicals.[Amended 3-22-2012 by Ord. No. 2012-01]

NONRESIDENTIAL UNIT

All commercial, municipal, institutional and community establishments and all farms within the Township, excluding residential units and multifamily units.

OTHER MUNICIPAL WASTE

Furniture, appliances, building materials, bulky items and similar waste, but not including designated recyclable materials, regulated municipal waste or leaf waste.

PERSON

Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

PLASTICS

Organic, synthetic or processed materials that are thermoplastic or thermosetting polymers of high molecular weight that can be molded, cast, extruded, drawn or laminated into objects, films or filaments.

POLICIES AND PROCEDURES

The rules and regulations adopted and revised, from time to time, by the Township which govern and pertain to the Township's recycling program and the collection, storage or transportation of municipal waste within the Township.

RECYCLABLE MATERIALS

Any material which would be regulated municipal waste but for source separation and which will be separated, collected and processed into raw materials or products which are beneficially reused (other than as fuel).

RECYCLING

The collection, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as regulated municipal waste and the recovery of reusable materials other than a fuel for the creation of energy. Also known as "single stream collection." [Amended 3-22-2012 by Ord. No. 2012-01]

RECYCLING CONTAINER

For residential units, the term "recycling container" shall refer to the container supplied by the contractor or Township. For multifamily units and nonresidential units, the term "recycling container" shall refer to a receptacle which is constructed of plastic, metal or fiberglass and has handles of adequate strength for lifting. [Amended 3-22-2012 by Ord. No. 2012-01]

RECYCLING FACILITY

For residential units, the term "recycling container" shall refer to the container supplied by the contractor or the Township. For multifamily units and nonresidential units, the term "recycling container" shall refer to a receptacle which is constructed of plastic, metal or fiberglass and has handles of adequate strength for lifting.

REFUSE CONTAINER

A receptacle which is constructed of plastic, metal or fiberglass having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vectors or a polyethylene bag which is specifically designed for storage and collection, is protected against animal damage and overloading so as to prevent littering or attraction of insects or rodents and has a holding strength capable of withstanding normal stresses until it is collected.

REGULATED MUNICIPAL WASTE

All municipal waste, excluding designated recyclable materials, leaf waste and other municipal waste.

RESIDENTIAL UNIT

Any single-family detached, semidetached or townhouse dwelling or a dwelling unit with a multifamily building containing four or fewer dwelling units.

SCAVENGING

The uncontrolled or unauthorized removal of recyclable materials from the curbside or from a dropoff center.

Editor's Note: The former definition of "source separate or source separation," which immediately followed this definition, was repealed 3-22-2012 by Ord. No. 2012-01.

STEEL AND BIMETALLIC CANS

The ferrous metal food or beverage containers commonly known as tin cans.

§ 276-3. Accumulation and storage of regulated municipal waste.

No person shall accumulate or store regulated municipal waste upon private or public property within the Township, except in accordance with the following:

- A. Regulated municipal waste shall at all times prior to collection be kept or stored in a refuse container.
- B. Regulated municipal waste consisting of garbage and similar organic waste materials shall not be permitted to accumulate for a period of time in excess of seven days. All other types of regulated municipal waste shall not be permitted to accumulate for a period of time in excess of 30 days.
- C. The owner or operator of a multifamily unit or nonresidential unit shall provide refuse containers at easily accessible locations for the use of the occupants of such unit.

§ 276-4. Accumulation and storage of designated recyclable materials.

No person shall accumulate or store designated recyclable materials upon private or public property within the Township, except in accordance with the following:

- A. Designated recyclable materials, if stored outside a building, shall be kept in a refuse container until placed at curbside for collection. If such materials are stored inside a building, they shall be kept in a recycling container or any type of container suitable for the purpose. When designated recyclable materials are placed at curbside for collection, they shall be contained in a recycling container or otherwise prepared and contained as provided in § 276-15.
- B. Designated recyclable materials shall not be permitted to accumulate for a period of time in excess of 30 days.
- C. The owner or operator of a multifamily unit or nonresidential unit shall provide recycling containers at easily accessible locations for the use of the occupants of such unit.
- D. Materials can be put curbside for collection no earlier than 4:00 p.m. the day prior to pickup, and empty containers must be removed within 24 hours after collection.

[Added 3-22-2012 by Ord. No. 2012-01]

§ 276-5. Accumulation and storage of leaf waste.

No person shall accumulate or store leaf waste upon any private or public property within the Township, except in accordance with the following:

- A. Leaf waste for collection shall at all times prior to collection be kept or stored in a refuse container; provided, however, that leaves accumulated during the fall Township leaf collection season may be raked or otherwise deposited uncontained in the street for collection by the Township.
- B. Leaf waste for collection shall not be permitted to accumulate for a period of time in excess of 30 days.
- C. Leaf waste may be accumulated and stored on any property by the owner thereof or the occupant of any property with the consent of the owner for the purpose of composting the material for use on the property. Such composting shall take place within an enclosure adequate to contain the leaf waste and prevent its intrusion onto other property.

§ 276-6. Accumulation and storage of other municipal waste.

No person shall accumulate or store other municipal waste upon private or public property within the Township, except in accordance with the following:

- A. Other municipal waste shall at all times prior to collection be kept or stored inside a building.
- B. Other municipal waste shall not be permitted to accumulate for a period of time in excess of one year.

§ 276-7. Health and safety.

All municipal waste shall be kept, stored and accumulated in such a manner as to prevent the attraction, harborage or breeding of insects, rodents or other vermin and to eliminate conditions harmful to the public health or which create a safety hazard, odors, unsightliness or a public nuisance.

§ 276-8. Licensing of collectors.

- A. No person shall engage in the business of collecting municipal waste within the territorial limits of the Township unless such person shall have applied for and received a license from the Township.
- B. The application for a collector's license shall be in such form as the Township shall, from time to time, prescribe. Included in the information required to be disclosed in the application shall be:
 - (1) The name and address of the collector.

- (2) The area, including street names, within which collections will be made.
 - (3) The day or days of the week upon which collections will be made.
 - (4) A description of each vehicle to be used for the collections, including current registration number.
 - (5) References or other evidence of the collector's ability to perform collections within the requirements of this chapter.
- C. All collectors shall pay an annual license fee to the Township in such amount as shall be established, from time to time, by duly adopted resolution of the Board of Supervisors.
- D. The license of any collector violating the provisions of this chapter may be suspended or revoked by the Township Manager. In such event, the Township Manager shall give the collector five days' written notice of his intent to suspend or revoke the license. Within such five-day period, the collector may request a hearing before the Board of Supervisors. The Board of Supervisors shall schedule a hearing within 10 days of the request, hear and consider the merits of the matter and enter a decision within five days of the date of the hearing.

§ 276-9. Duties of collectors.

[Amended 12-11-2003 by Ord. No. 2003-18]

- A. The vehicles and equipment of each collector used in the Township shall be adequate for the purpose to which such vehicles or equipment are being put. Any vehicle used for the collection of regulated municipal waste shall have a watertight enclosed metal body equipped with a compaction device. Any vehicle used for the collection of designated recyclable materials, leaf waste or other municipal waste shall be designed to prevent waste materials from blowing or otherwise escaping the vehicle. All vehicles and equipment shall at all times be kept in good repair and operating condition and be reasonably clean and odor free.
- B. Collectors shall not cause or allow any municipal waste to be spilled and remain on any private or public property, street or alley during the course of collection or during the course of transporting municipal waste within the Township to the place of disposal.
- C. Collectors shall file with the Township on or before the 15th day of the month succeeding each calendar quarter a report covering the preceding calendar quarter which shall set forth such reasonable information as the Township shall request including, but not limited to:
- (1) The volume of each regulated municipal waste, designated recyclable materials, leaf waste and other municipal waste collected. The volume of designated recyclable materials shall be broken down into the volume of each designated material.
 - (2) The name and address of any person the collector shall observe who consistently fails to comply with any provision of this chapter.
- D. All regulated municipal waste collected within the territorial limits of the Township shall be transported to and be disposed of only at the resource recovery facility owned by the York County Solid Waste and Refuse Authority on Black Bridge Road in Manchester Township or, in the event that such facility shall not be operating, at a facility designated by the Authority, if any, and otherwise to a facility permitted by the Department of Environmental Protection of the Commonwealth of Pennsylvania.
- E. All designated recyclable materials collected within the territorial limits of the Township shall be transported to and disposed of at a recycling facility.
- F. All leaf waste collected within the territorial limits of the Township shall be transported to and disposed of at such facility for the composting of leaf waste, a collection center designated by the Township or other site approved by the Township.

- G. All other municipal waste collected within the territorial limits of the Township shall be transported to and disposed of at a facility permitted for the disposal of such waste by the Department of Environmental Protection of the Commonwealth of Pennsylvania.

§ 276-10. Collection, transportation and disposal of designated recyclable materials.

- A. All persons within the Township shall single-stream designated recyclable materials from the municipal waste generated by such person as hereinafter provided.

[Amended 3-22-2012 by Ord. No. 2012-01]

- B. Each residential unit, multifamily unit and nonresidential unit within the Township shall ensure that the designated recyclable materials generated at such unit are disposed of at a recycling facility.
- C. In the case of a residential unit, compliance with Subsection [B](#) of this section may be obtained by the owner or occupant of each such unit contracting with a collector, transporting such waste to a dropoff center or transporting such waste to a recycling facility.
- D. In the case of a multifamily unit and a nonresidential unit, compliance with Subsection [B](#) of this section may be obtained by the owner or operator of such unit contracting with a collector or transporting such waste to a recycling facility.

§ 276-11. Collection, transportation and disposal of regulated municipal waste.

[Amended 12-11-2003 by Ord. No. 2003-18]

- A. Each residential unit, multifamily unit and nonresidential unit within the Township shall ensure that the regulated municipal waste generated at such unit is disposed of at the resource recovery facility owned by the York County Solid Waste and Refuse Authority on Black Bridge Road in Manchester Township or, in the event that such facility shall not be operating, at a facility designated by the Authority, if any, and otherwise to a facility permitted by the Department of Environmental Protection of the Commonwealth of Pennsylvania.
- B. Compliance with Subsection [A](#) of this section shall be obtained by contracting with a collector.

§ 276-12. Collection, transportation and disposal of leaf waste.

- A. Each residential unit, multifamily unit and nonresidential unit within the Township shall ensure that the leaf waste generated at such unit is disposed of at such facility for the composting of leaf waste or collection center as shall, from time to time, be designated by the Township.
- B. Compliance with Subsection [A](#) of this section may be obtained by contracting with a collector, transporting such waste to a composting facility or collection center designated by the Township or placing such waste at curbside during the leaf collection season.

[Amended 2-24-2005 by Ord. No. 2005-04]

§ 276-13. Collection, transportation and disposal of other municipal waste.

[Amended 12-11-2003 by Ord. No. 2003-18]

- A. Each residential unit and multifamily unit shall ensure that other municipal waste generated at such unit is disposed of at a facility permitted for the disposal of such waste by the Department of Environmental Protection of the Commonwealth of Pennsylvania.
- B. Compliance with Subsection [A](#) of this section may be obtained by contracting with a collector, placing such waste at curbside during special collections by the Township or transporting such waste to a permitted facility.

§ 276-14. Mandatory recycling of designated materials.

[Amended 12-16-1993 by Ord. No. 1993-15; 2-24-2005 by Ord. No. 2005-04; 3-22-2012 by Ord. No. 2012-01]

A. All residential, nonresidential and multifamily units shall commingle for single stream the following designated recyclable materials:

- (1) Newsprint.
- (2) Aluminum.
- (3) Steel and bimetallic cans.
- (4) Glass (clear and colored).
- (5) Plastics.
- (6) Glossies and magazines. *Editor's Note: Former Subsection G, Household batteries, which immediately followed this subsection, was repealed 9-8-2005 by Ord. No. 2005-08.*
- (7) Christmas trees.
- (8) Brush (yard waste).
- (9) Corrugated paper.
- (10) High-grade office paper.

B. (Reserved) *Editor's Note: Former Subsection B, concerning materials to be source-separated by nonresidential units, was repealed 3-22-2012 by Ord. No. 2012-01.*

§ 276-15. Preparation and placement of designated recyclable materials.

A. The occupants of each residential unit shall prepare designated recyclable materials and place such materials at curbside for collection as follows:

- (1) All recyclable materials shall be placed in approved containers not exceeding 50 pounds in weight.

[Amended 3-22-2012 by Ord. No. 2012-01]

- (2) Glass and plastic containers shall have caps and lids removed.

[Amended 3-22-2012 by Ord. No. 2012-01]

- (3) Glass and cans shall be rinsed free of contaminants.
- (4) Glass, aluminum, cans and plastic shall be commingled in a recycling container to be approved and provided by the Township. Plastic garbage bags or other home use containers shall not be utilized as containers for designated recyclable materials.

[Amended 3-22-2012 by Ord. No. 2012-01]

- (5) Brush (yard waste) shall be placed in: (a) no more than four-foot lengths and bundled; (b) biodegradable kraft or other paper bag; or (c) maximum thirty-two-gallon container with a Township-approved brush identification sticker. Collection dates and times shall be as determined by the Board of Supervisors.

[Amended 2-24-2005 by Ord. No. 2005-04]

- B. Any residential unit disposing of designated recyclable materials at a dropoff center shall prepare such materials in the same manner as if they were to be collected at curbside.
- C. The owner or operator of a multifamily unit or nonresidential unit contracting with a collector for the collection of designated recyclable materials shall prepare such materials for collection in such manner as the collector shall designate.

§ 276-16. Executive contract.

[Amended 12-16-1993 by Ord. No. 1993-15] The Board of Supervisors, in its discretion, is authorized to request proposals from and enter into an exclusive contract with a collector for the collection, transportation and disposal of regulated municipal waste, designated recyclable materials and other municipal waste generated by all residential units within the Township. If the Board elects to enter into such contract, the following provisions shall apply:

- A. All persons owning or occupying any residential unit within the Township shall dispose of all regulated municipal waste, designated recyclable materials and other municipal waste generated by each such unit only through the service of the collector contracting with the Township.
- B. The handling, collection, transportation and disposal of such waste shall be in accordance with the provisions of this chapter and the terms and conditions of the contract between the Township and the contracting collector.
- C. The per-unit service charge or fee provided in or determined by the contract is imposed on the owner or occupant of each residential unit and shall be paid as provided in the contract.
- D. Reasonable notice of such exclusive contract and the terms and conditions thereof, including the effective date, shall be given by the Township to the owner or occupant of all residential units within the Township.

§ 276-17. Additional administrative charge.

[Amended 12-16-1993 by Ord. No. 1993-15; 8-28-1997 by Ord. No. 1997-17; 12-11-1997 by Ord. No. 1997-29; 11-20-2002 by Ord. No. 2002-11; 3-13-2003 by Ord. No. 2003-03] In addition to the per unit service charge or fee established by the contract, there is imposed upon the owner and occupant of each residential unit an annual charge or fee in the amount to be set by resolution of the Board of Supervisors, payable to the Township to cover administrative and other costs of the Township. Such charge shall be collected, administered and used as follows:

- A. The Township may require the contracting collector to add a sum as set by resolution to the first and all subsequent quarter-annual invoices of the contracting collector to the owner or occupant of each residential unit.
- B. The contracting collector shall remit all charges to the Township within 30 days following receipt of the same. A record with the name of the payer, the address of the residential unit for which it is paid and the amount paid shall accompany each remittance to the Township.
- C. The contracting collector is required to perform billing for garbage and recycling collection, transportation and disposal services. All charges which remain unpaid 30 days after the invoice due date shall be deemed delinquent.
- D. All delinquent accounts shall accrue interest at the rate of 6% per annum from the date of the delinquency. The Township or the contracting collector is authorized to waive such interest payments, in full or in part, if either party believes it is in the best interest of the Township to do so.
- E. If the owner of a residential unit shall fail to pay any charges or fees under § 276-16 or under this section after the same becomes delinquent, either the Township Solicitor or the contracting collector is authorized, pursuant to the Pennsylvania Municipal Claims Act, to enter a lien against the real estate upon which the residential unit is situated in the amount of the charge or aggregate of charges, interest, attorney's fees, if applicable, and costs of entry. In addition to the above, the Township Solicitor, the Township Manager or

contracting collector, as agent for the Township, is authorized to file a civil lawsuit for the collection of charges, interest and costs, including reasonable attorney's fees.

[Amended 3-22-2012 by Ord. No. 2012-01]

§ 276-18. Implementation and administration.

[Amended 12-16-1993 by Ord. No. 1993-15] The Board of Supervisors of the Township shall, by resolution, appoint a Township employee to implement and administer the provisions of this chapter. Such person shall have the power and duty to:

- A. Prepare and publish polices and procedures not inconsistent with the provisions of Act 97, Act 101 and this chapter for the proper implementation and administration of this chapter.
- B. Prepare, keep and maintain such books and records as shall be necessary to document compliance by the Township with the requirements of Act 97, Act 101 and this chapter.
- C. Investigate complaints of generators and collectors and assist in the resolution of such complaints.
- D. Issue warnings of violation, initiate proceedings against violators and otherwise enforce the provisions of this chapter and the policies and procedures adopted hereunder.

§ 276-19. Scavenging.

[Amended 12-16-1993 by Ord. No. 1993-15]

- A. Residential units. From the time of placement at curbside or at a dropoff center of any designated recyclable materials, all such designated recyclable materials shall be and become the property of the collector, in the case of curbside collection and the Township, in the case of deposit at a dropoff center. It shall be a violation of this chapter for any person other than the collector or Township to collect or pick up or cause to be collected or picked up any such designated recyclable materials from curbside or dropoff center, as the case may be.
- B. Nonresidential units and multifamily units. From the time of placement for collection of any designated recyclable materials, all such designated recyclable materials shall be the property of the collector or the owner or operator of the nonresidential unit or multifamily unit where such owner or operator elects to transport such materials to a recycling facility. It shall be a violation of this chapter for any person, other than the collector or the owner or operator of such units to collect or pick up or cause to be collected or picked up any such designated recyclable materials.

§ 276-20. Existing contracts.

[Amended 12-16-1993 by Ord. No. 1993-15]

- A. Nothing in this chapter shall be construed to impair the obligations of any existing contracts.
- B. No renewal or modification of any existing contract and no new contract for the storage, collection, transportation, processing or disposal of regulated municipal waste or designated recyclable materials shall be entered into after the effective date of this chapter unless such renewal or modification or new contract shall conform to the requirements of this chapter.

§ 276-21. Unlawful activity.

[Amended 12-16-1993 by Ord. No. 1993-15] It shall be unlawful for any person to violate or cause or permit or assist in the violation of any provision of this chapter or any provision of the Township's policies and procedures. All unlawful conduct shall constitute a public nuisance.

§ 276-22. Violations and penalties.

[Amended 12-16-1993 by Ord. No. 1993-15; 12-11-2003 by Ord. No. 2003-18] Any person, firm or corporation who shall violate any provisions of this chapter, upon conviction thereof in an action brought before a district justice in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this chapter continues or each section of this chapter which shall be found to have been violated shall constitute a separate offense.

§ 276-23. Persons liable.

[Amended 12-16-1993 by Ord. No. 1993-15] For purposes of the obligations established by this chapter or the Township's policies and procedures and for purposes of any fine, penalty, imprisonment or other sanction, the terms "person," "residential unit," "multifamily unit" and "nonresidential unit" shall include officers and directors of any corporation or legal entity having officers and directors and refer to and impose joint and several liability upon both the persons residing in or occupying any such residential, multifamily or nonresidential units and the owner, landlord or condominium owners' association of such premises.

§ 276-24. Injunctive relief.

[Amended 12-16-1993 by Ord. No. 1993-15] In addition to any other remedy provided in this chapter, the Township may institute proceedings in equity to restrain any violation of, or compel compliance with, this chapter and/or the Township's policies and procedures.

§ 276-25. Concurrent remedies.

[Amended 12-16-1993 by Ord. No. 1993-15] The penalties and remedies set forth in this chapter are in addition to, not in lieu of, any fines, penalties or remedies provided in the Township's policies and procedures. The existence or exercise of any remedy shall not prevent the Township from exercising any other remedy provided under this chapter or the Township's policies and procedures or available at law or equity.

[Prev](#)

[Top](#)

[Next](#)

[Contents](#)

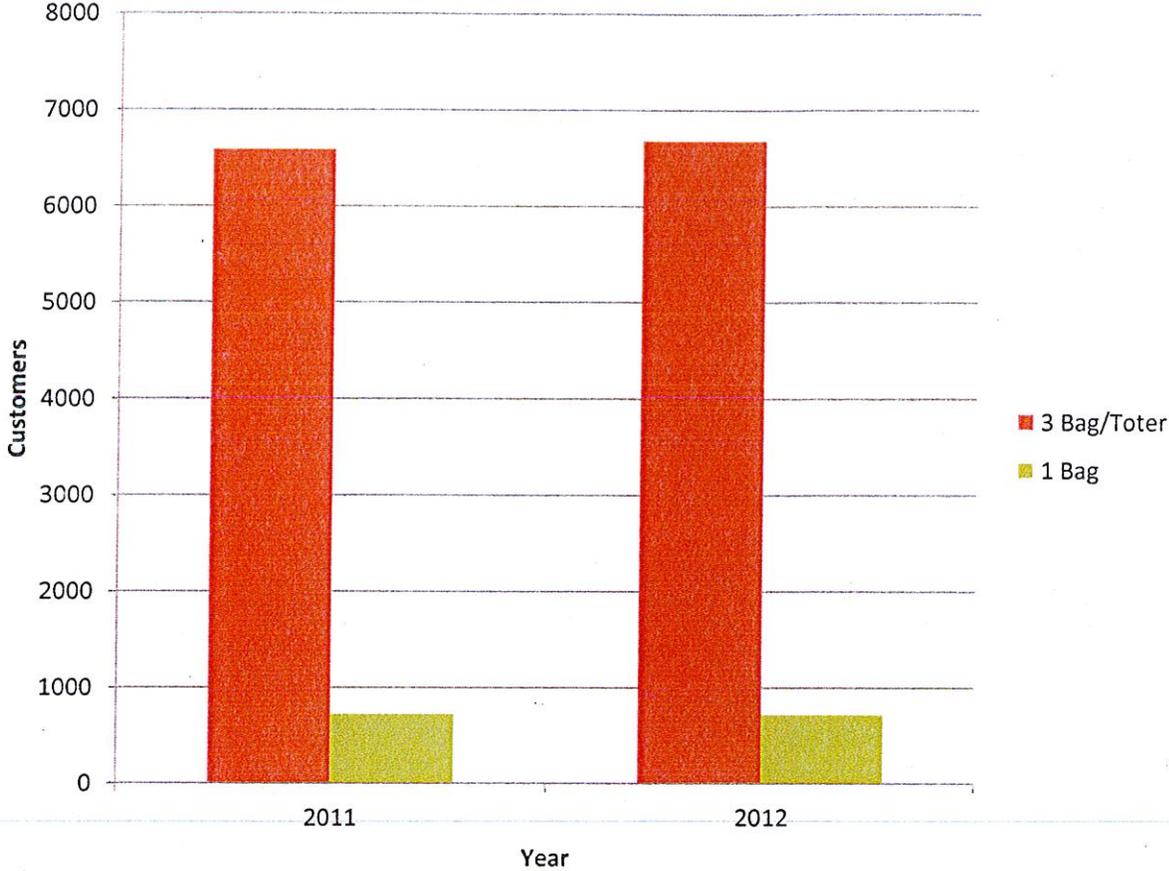
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[Help](#)

[Terms of Service](#)

HISTORICAL DATA

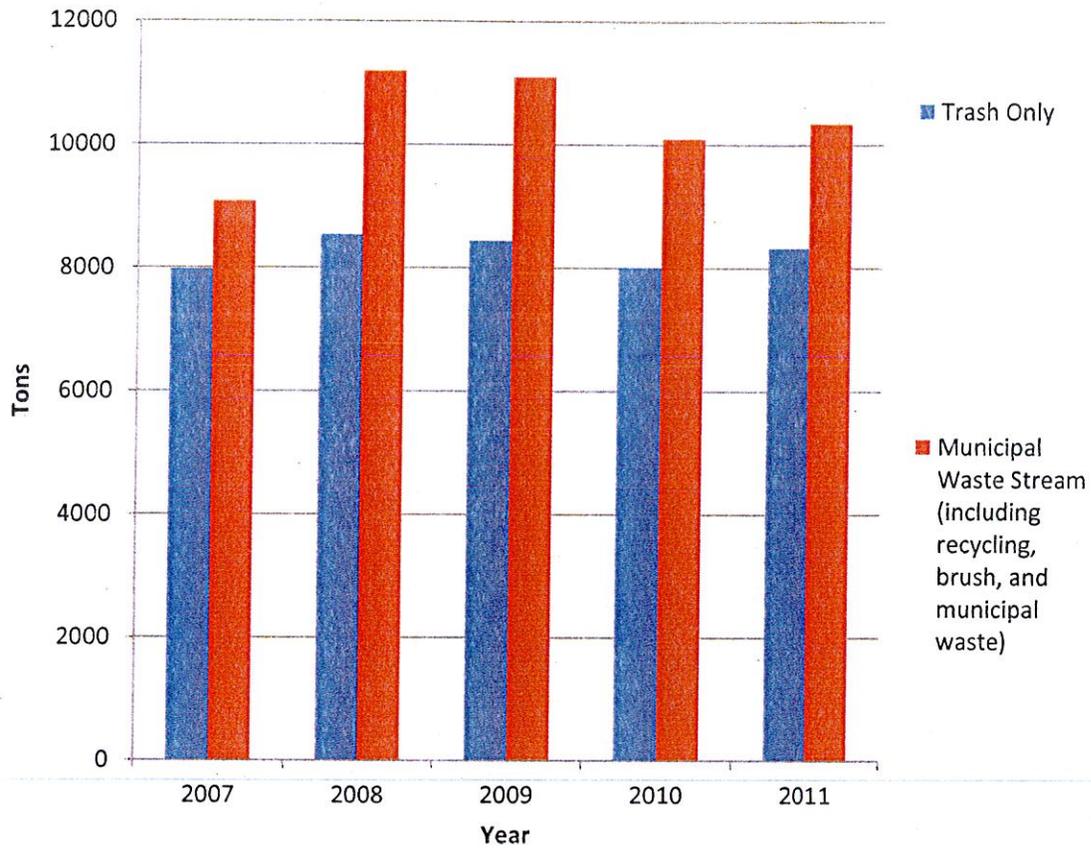
Customer History



Customer History			
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2011	724	6677	7313
2012	716	6584	7393

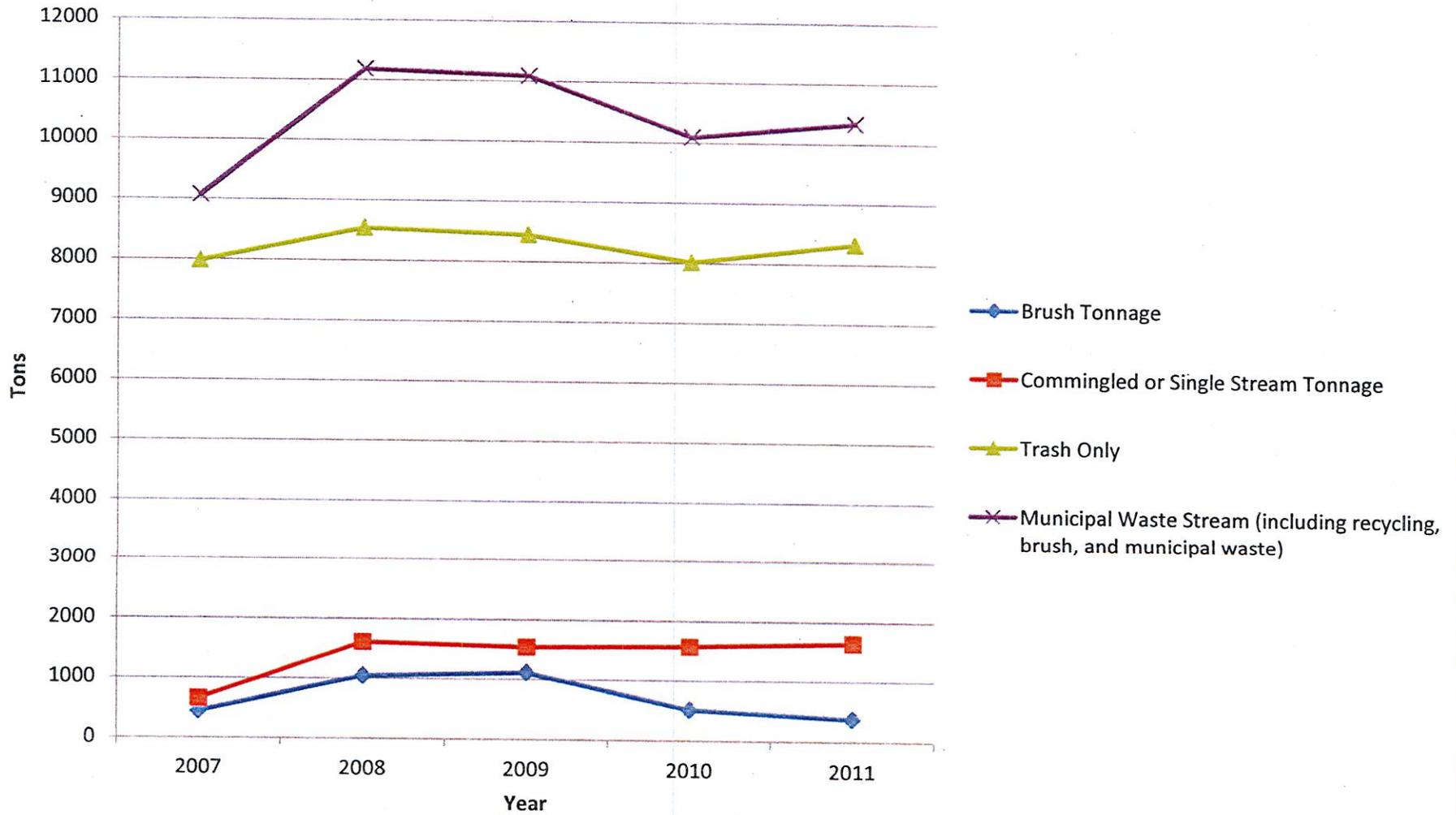
* Figures provided by York Waste

Springettsbury Township Residential Trash Collection in Tons



Year	Trash Only	Municipal Waste Stream (including recycling, brush, and municipal waste)
2007	7975.93	9071.88
2008	8534.14	11186.46
2009	8442.1	11092.86
2010	8014	10094.15
2011	8325.48	10337.1

Springettsbury Township Residential Trash Collection in Tons



**SPRINGETTSBURY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

**ADDENDUM NO. 1 TO
2013-17 RESIDENTIAL GARBAGE
AND RECYCLING COLLECTION BID SPECIFICATIONS**

DATED: August 13, 2012

The following changes and clarifications have been made to the bid specifications for the 2013-17 residential garbage and recycling collection contract:

1. Page 4, Section 2. Clarification was requested that the documents listed in Section 2 are the only documents required to be submitted in order for the bid to be responsive. The answer is yes, with the understanding that the fee schedule for special item pickup also must be provided with the bid. Certificate of insurance, list of collection vehicles, routing map and authorization letter from YCSWA are to be provided post-bid award and before contract is signed.
2. Page 4, Section 3. Clarification that a corporate resolution authorizing local management to execute bidding requirements will satisfy signature requirements.
3. Page 5, Section 13. Confirmation that the public works building is the only additional location for free trash pickup, and that trash pickup at public works building is two times per week.
4. Page 9, Section 4(A): Clarification is made that furnishing of full insurance policy shall be upon request of the Township.
5. Page 12, Section 5(E). Question was asked as to whether the Township wants a bidder to submit a different collection schedule with the bid. Subsection (E) specifies that prior to commencing work under the Contract, the contractor shall provide the Township a map clearly indicating each collection route, days of pick-up for each collection route, and the progression of pick-ups over the course of each route.
6. Page 12, Section 5(G). Confirmation is made that the current number of special back door pickups is None.
7. Page 13, Section 5. Disposal fee escalator. The bid specifications are hereby amended to add a new subparagraph (D) to Paragraph 5:

D. The contractor is responsible for the payment of all tipping fees to the disposal facility. In the event of a state or local mandate that increases the disposal rate, the contractor shall be entitled to increase the quarterly contract price to reflect such mandated increase, provided that the contractor shall first notify the Township in writing

of the mandated increase at least thirty (30) days before the increase is to take effect and the Township certifies that the increase is due to a state or local mandate.

Note: This is carried over from 2007 Bid Specification Addendum.

8. Page 18, Section 2(a). Clarification that the \$4,000.00 annual information services fee can be paid in six-month installments.

9. Page 19, Paragraph 9 - Billing and Payment System. The following change is made: The last sentence in subparagraph (A) is deleted.

Note: This is carried over from 2007 Bid Specification Addendum.

10. Township surcharge. Clarification is made that the Township surcharge is not to be included in the bid price. The current Township surcharge is \$3.44 per dwelling unit.

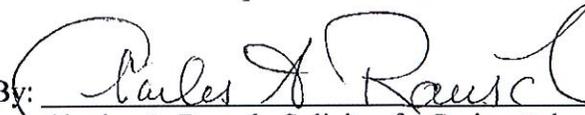
11. Chapter 276 – Solid Waste and Recycling Ordinance.

a. Section 276-8 (C). Clarification is made that the Township does not collect the annual licensing fee.

Note: This is carried over from 2007 Bid Specification Addendum.

12. Map of collection zones. Clarification is made that the Township does not have a map of collection zones.

Note: This is carried over from 2007 Bid Specification Addendum.

By: 
Charles A. Rausch, Solicitor for Springettsbury Township

The undersigned acknowledges receipt of this ADDENDUM NO. 1 DATED AUGUST _____, 2012 TO THE 2013-17 RESIDENTIAL GARBAGE AND RECYCLING COLLECTION CONTRACT.

Date: 8/30/12

BIDDER: _____

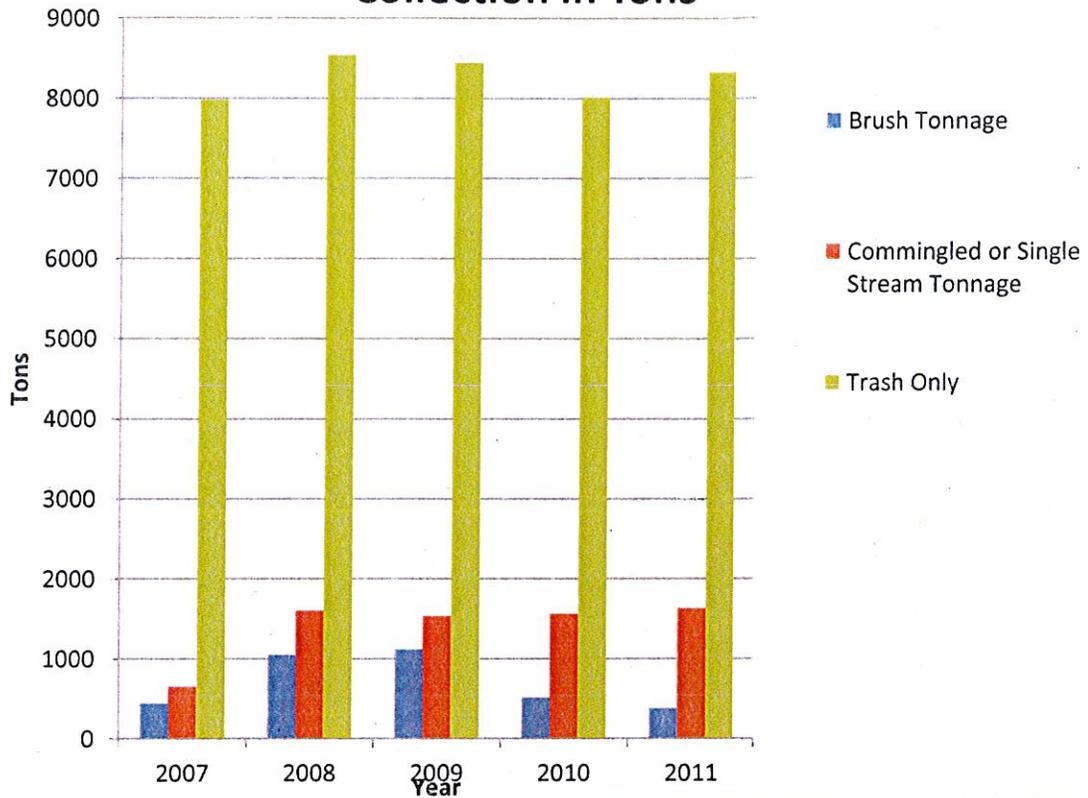

PENN WASTE INC.

SCOTT R. WAGNER
PRESIDENT
Authorized Signature of Bidder
PENN WASTE INC.

NOTICE

THIS ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH THE BID SUBMITTAL.

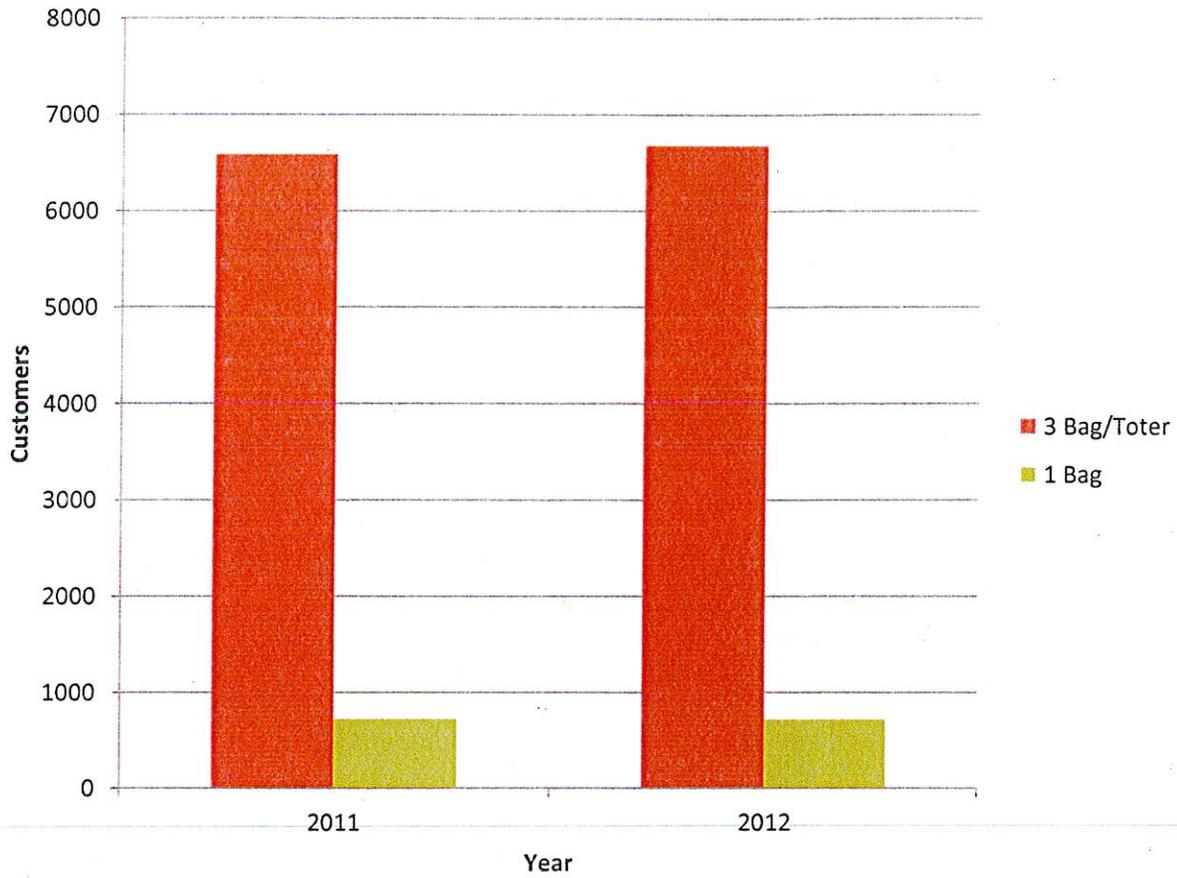
Springettsbury Township Residential Trash Collection in Tons



Year	Brush	Commingled or Single Stream Tonnage	Trash Only
2007	443.77	652.18	7975.93
2008	1048	1604.32	8534.14
2009	1116	1534.76	8442.1
2010	515.35	1564.8	8014
2011	379.48	1632.14	8325.48

HISTORICAL DATA

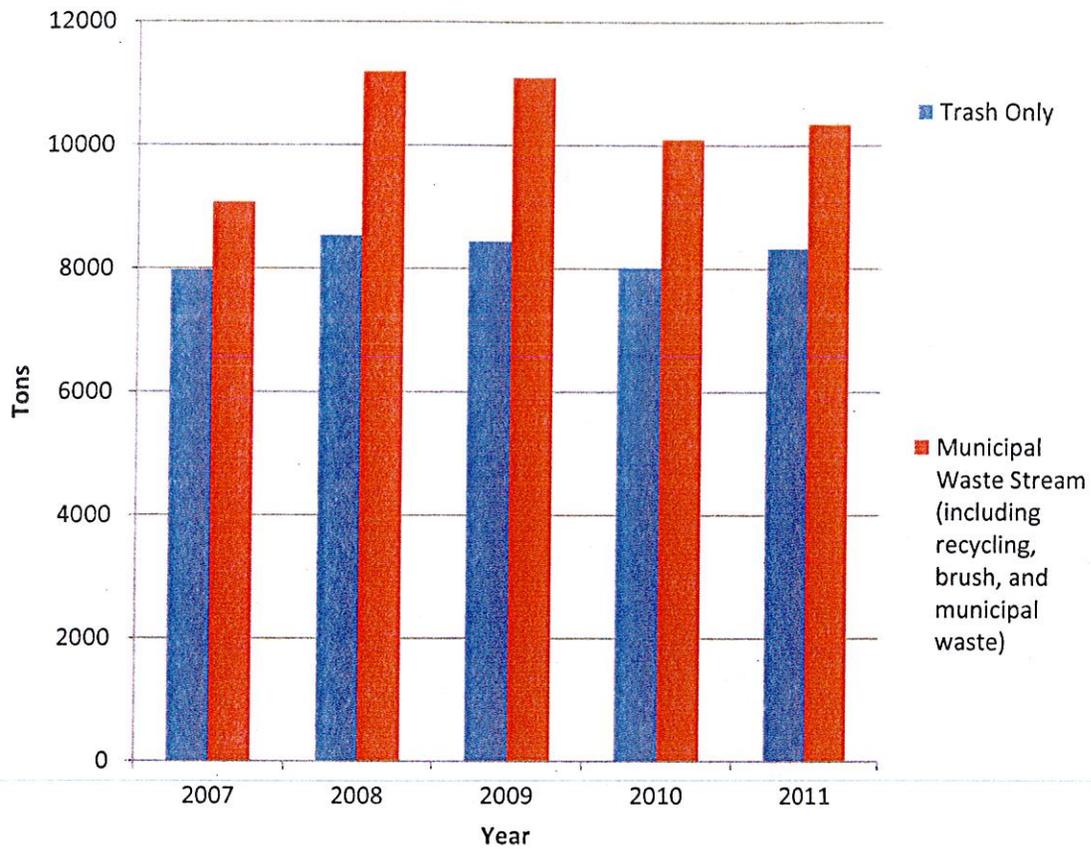
Customer History



Customer History			
Year	1 Bag Service	3 Bag/Toter Service	Total Customers
2011	724	6677	7313
2012	716	6584	7393

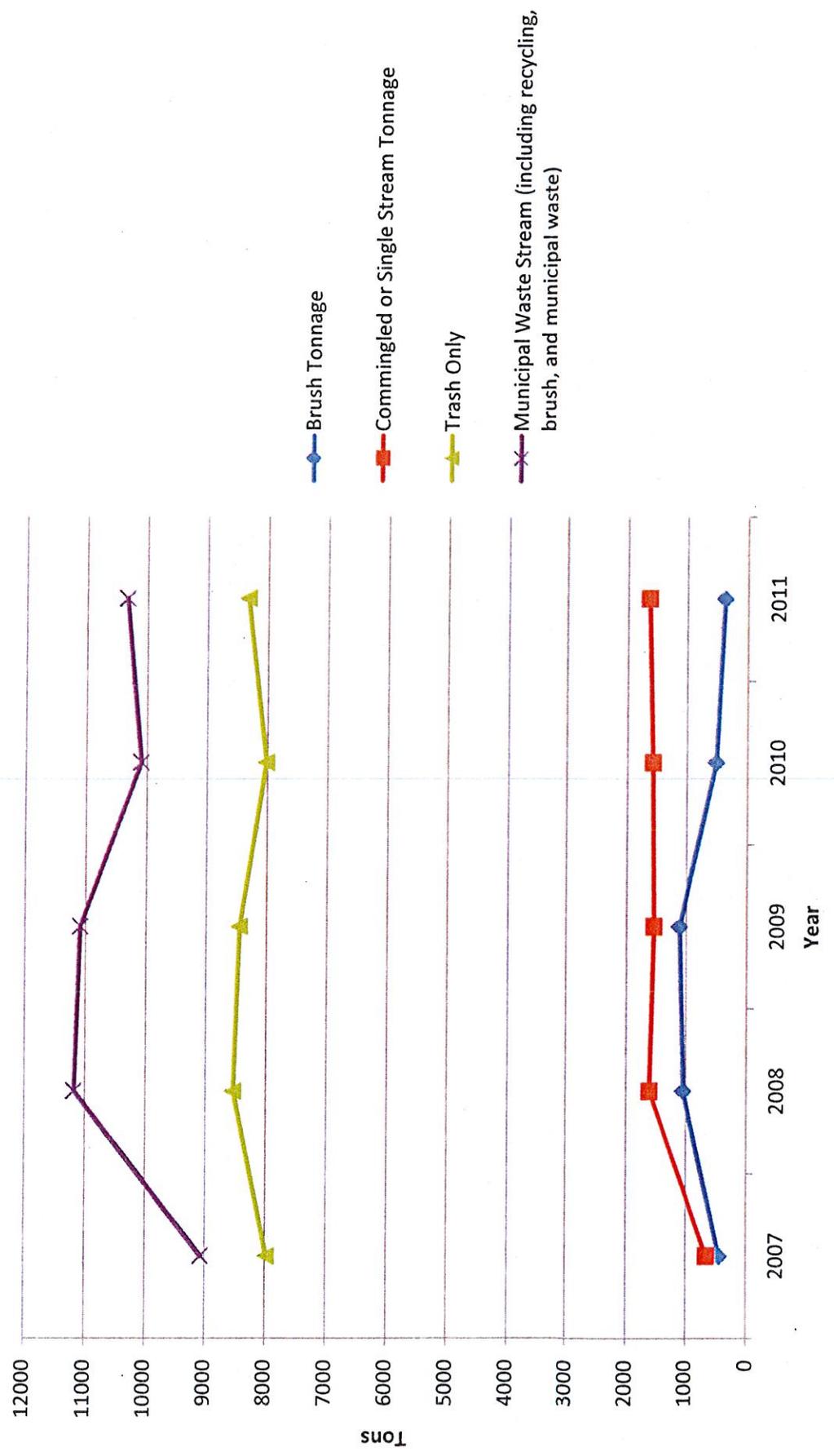
* Figures provided by York Waste

Springettsbury Township Residential Trash Collection in Tons

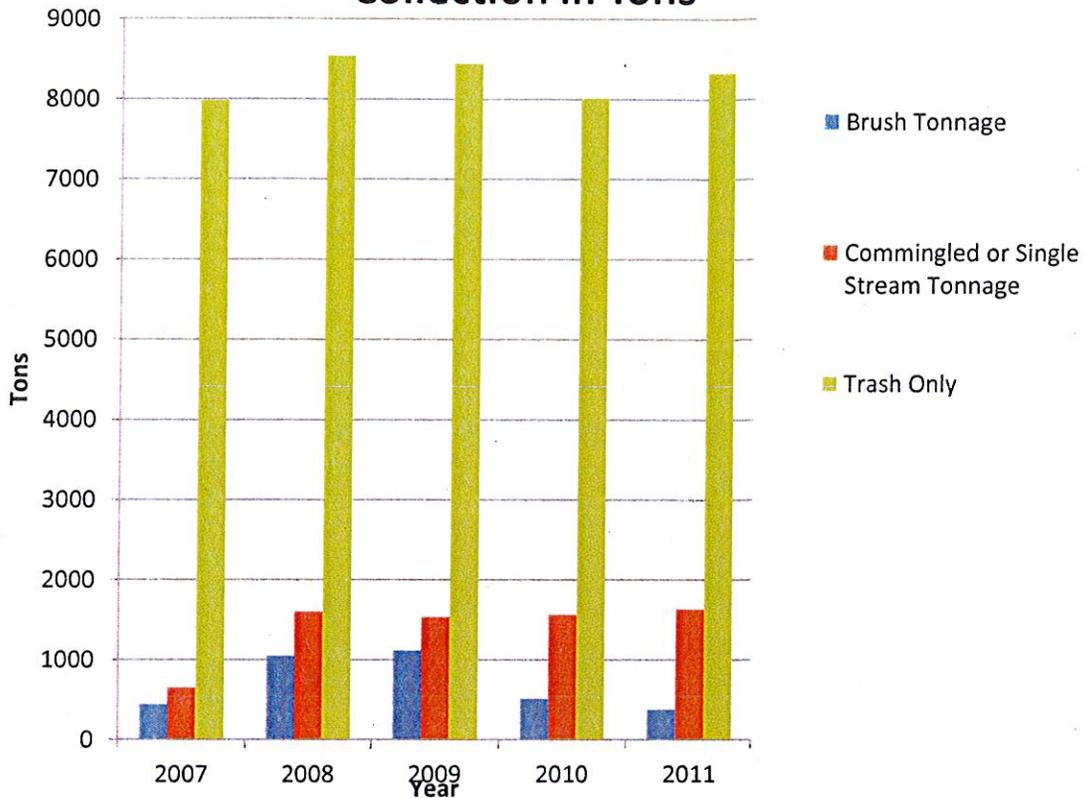


Year	Trash Only	Municipal Waste Stream (including recycling, brush, and municipal waste)
2007	7975.93	9071.88
2008	8534.14	11186.46
2009	8442.1	11092.86
2010	8014	10094.15
2011	8325.48	10337.1

Springettsbury Township Residential Trash Collection in Tons



Springettsbury Township Residential Trash Collection in Tons



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