

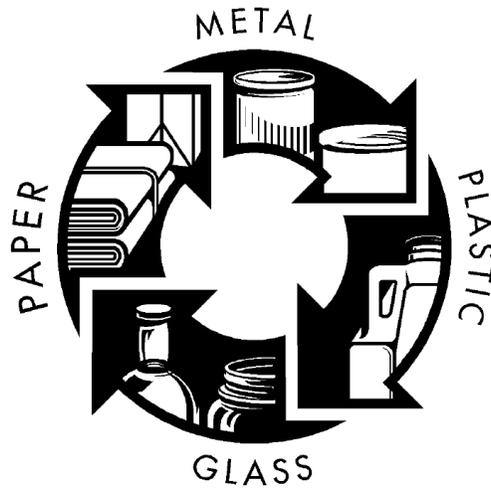
Recycling Technical Assistance Project
#556

BRIDGEPORT BOROUGH, MONTGOMERY COUNTY, PENNSYLVANIA

**POTENTIAL BID OPTIONS FOR A CONTRACTED RECYCLING PROGRAM
IN THE BOROUGH OF BRIDGEPORT**

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Association of Township Supervisors



Report Prepared By:

Kate Ferry, P.E., Recycling Consultant

KRF environmental .
www.KRFenvironmental.com

KRF Environmental
506 King of Prussia Road
Wayne, PA 19087

610.291.9813 ph
800.606.8215 fx

www.KRFenvironmental.com
KRFenvironmental@gmail.com

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1.0 STATEMENT OF PROBLEM

The Borough of Bridgeport (the Borough, or Bridgeport) is considering the establishment of a residential recycling program if financially feasible. The Borough does not currently have a residential recycling program; however, in the summer or fall of 2014, Bridgeport is scheduled to go out for bid for trash hauling services and is interested in including optional bid items for recycling services. Bridgeport requested assistance with comparing different ways to establish a recycling program and with crafting a hauler bid specification that will give the Borough the option to include desired recycling collection services. Bridgeport Borough representatives also requested assistance presenting the proposed bid specification and recycling program ideas at a public Council meeting. Bridgeport Borough is specifically interested in receiving hauling costs for one-day-per-week trash with one-day-per-week recycling, two-day-per-week trash service (to continue with the current scenario), and yard waste collection. Through the partnership between the Pennsylvania State Association of Township Supervisors and the Pennsylvania Department of Environmental Protection (PADEP), the Borough was provided with technical assistance by KRF Environmental.

2.0 SCOPE OF WORK

Task 1 – Project Organization – KRF Environmental (KRF) met with Bridgeport Borough and developed a Scope of Work.

Task 2 – Data Gathering – KRF gathered information on various recycling program options such as weekly curbside pickup, separate trash and recycling haulers, range of acceptable materials, provision of totes, bulk item pickup, yard waste collection, Christmas tree collection, incentive programs, recycling education, automated trucks, route monitoring, recyclable material ownership, and flexible scheduling. KRF Environmental met with Borough representatives to determine interest in various options. KRF Environmental contacted other municipalities via phone and e-mail to obtain information on hauler recycling service benefits and bid specification language. KRF Environmental developed a draft bid specification and bid sheet.

Task 3 – Report Writing – KRF produced this report comparing the potential impact and benefits of each program option and how it might be incorporated into a bid specification. Appendices include example bid specification language. The report also briefly addresses other considerations pertaining to the start-up of a new recycling collection program.

Task 4 – Report Revision and Final Submission – KRF revised this report as necessary and submitted the final report.

3.0 EXISTING WASTE MANAGEMENT PROGRAM

Bridgeport Borough is a 0.8 square-mile non-mandated¹ municipality in Montgomery County, Pennsylvania with 4,554 residents, or about 2,000 households, according to Borough records. The Borough has a secretary and eight public works staff. Borough vehicles include various crew trucks and vehicles, but no waste, recycling, or leaf hauling trucks. Bridgeport Borough currently contracts with J.P. Mascaro & Sons, Inc. for residential trash hauling twice per week, and monthly bulk item pick up. The current contract runs through 2014. Residents use their own trashcans or bags, and garbage is put out at the curb. Currently, Bridgeport Borough does not have residential curbside recycling or yard waste collection. The Great Valley Recycling Center, located in Bridgeport, is open to residents free of charge for drop off of glass, plastic, aluminum and bimetallic cans, paper, and cardboard. In 2013 Bridgeport residents dropped off 23.8 tons of recyclables at the Great Valley Recycling Center. One Abitibi paper drop-off bin is located at the Borough offices and 9.6 tons of newspapers, magazines, and office paper were collected in 2013. Yard waste is not collected. Businesses are responsible for contracting privately for trash and (if desired) recycling collection.

¹ Act 101 mandates that Pennsylvania municipalities containing over 10,000 people, or over 5,000 people if population density exceeds 300 per square mile, require residential and commercial recycling.

4.0 POTENTIAL WASTE MANAGEMENT PROGRAM OPTIONS

There are many ways to structure a recycling program, and it is important that the Borough choose a program structure that fits the Borough's needs, capabilities, and desires. Based on conversations with the Borough representative, the following list of items is presented for consideration relative to the upcoming Waste Hauler Bid Specification. The bid specification can be written to include desired items as required or optional, based on the Borough's interest in specific items. Crafting a bid specification with multiple *optional* bid items will allow the Borough to make an informed choice of hauling program after receiving actual prices.

4.1 *No-Change Scenario – No Curbside Recycling and Twice-per-week Trash*

The Borough currently provides curbside trash pickup two days per week and does not provide recycling pickup. The Borough can request bids for a no-change scenario with trash pickup two days per week. This option would give the Borough a reference point for price comparison, and the opportunity to maintain the current scenario if desired. Although Bridgeport residents are currently able to drop off recycling at the Great Valley Recycling Center, the Center generally does not report a significant amount of recyclable collection.

4.2 *Once-per-week Recycling and Once-per-week Trash*

If Bridgeport established a once-per-week recycling and once-per-week trash pickup program, the contracted hauler would provide the same number of weekly pickups as Bridgeport currently provides, and theoretically the cost of service would be the same. In fact, including a recycling pickup may actually result in lower contract costs because haulers can profit from the sale of the recyclables. A number of Pennsylvania municipalities have made the switch from twice-per-week trash collection to once-per-week trash and once-per-week recycling collection with great success and very few complaints from residents. Once-per-week trash collection and once-per-week recycling collection can be two separate bid items or a combination bid item, giving the Borough the option to choose.

4.3 *Separate Trash and Recycling Haulers*

In the bid specifications, Bridgeport Borough may request separate trash collection, recycling collection, and yard waste collection bids, with the option of contracting with a hauler for one or more services. For example, the Borough could request separate bids for optional bid items including twice-per-week trash pickup, once-per-week trash pickup, once-per-week recycling pickup, a combination once-per-week trash pickup with once-per-week recycling pickup. After receiving the bids the Borough might find that "Hauler A" has the lowest bid for once-per-week trash pickup and "Hauler C" has the lowest bid for once-per-week recycling pickup, and those two prices combined are lower than the lowest bid for combined once-per-week trash pickup with once-per-week recycling pickup. The Borough can choose the lowest bidder for each desired service, and end up with two different haulers and a more economical total service rate.

4.4 *Borough-owned Recyclables*

Recyclables are a commodity with fluctuating value. Typically, when a hauler collects residential recyclables, the recyclables become the property of the hauler, and the hauler transports and sells the materials to a Materials Recovery Facility (MRF) where recyclables are separated. The income a hauler receives from the sale of recyclables can offset some of the cost of hauling. In the bid specification, a municipality can stipulate that the *municipality* owns the collected material, instead of the hauler. The material owner can receive money from the MRF based on the material tonnage and the current market value of recycled material (minus the cost of processing the material). The value of recyclable material fluctuates like any commodity, and it can be unpredictable. Generally, the owner will receive money for the recyclables, but if the value of recyclable material dips too low the owner must pay the MRF to receive and process the material. Owning the recyclable material represents a potential income, but also a financial risk and budget uncertainty. Based on conversations with local haulers, if the hauler owns the recyclable material they are able to offer a *lower* base hauling cost by offsetting program costs with the sale of recyclables. Since Bridgeport is a small municipality and the potential revenue from sale of recyclables is likely not worth the financial risk and potentially higher hauler contract cost, it is not recommended that Bridgeport Borough own the collected recyclables at this time.

4.5 Recycling Totes

Some municipalities provide residents with recycling bins, cans, or totes to promote recycling. Due to the recent availability of single stream recycling, many municipalities find they need larger recycling cans to hold glass, plastics, cans, paper, and cardboard in one container. A 64- or 96-gallon recycling tote is recommended for single-stream recycling programs, while a 35-gallon tote may be offered to seniors or those especially concerned about a large tote size. Larger totes allow more recycling, and more recycling participation means cost savings for the Borough. Municipality- or hauler-provided recycling totes can 1) serve as a reminder to recycle, 2) provide recycling information if stamped or stickered onto the can, and 3) provide a neat and uniform curbside appearance. Recycling totes can be a required or optional bid specification item provided by the hauler, or can be obtained from a manufacturer.

If hauler-provided totes are included in the specification, the Borough can require a minimum tote size of 35 gallons. In the form of proposal language the Borough may request that the hauler specify the size of can they will provide. Borough representatives expressed concern over the very large size of 96-gallon totes posing a problem for residents with alleys. Some haulers, such as Republic Services, have a standard provided tote size of 90 gallons. If totes are required per the bid specification, specifying a *maximum* tote size of, say, 64 gallons may prevent some haulers from submitting a bid. Adding exclusionary language in the bid specification is not recommended. However, haulers with large standard tote sizes may allow residents to purchase their own smaller can if necessary. The Borough may want to estimate the number of residences that are unable to accommodate a 96-gallon tote, determine if it would be an unmanageable and unacceptable hardship on the Borough for a hauler to provide a 96-gallon can, and if so modify the bid language.

Some haulers include providing totes as part of their standard bid price, others may charge more for this service. For hauler-provided totes, the tote is typically owned by the hauler and loaned or “rented” to the resident. The cost of this loan is included in the hauler bid. Totes remain with the house when residents move, and may return to the hauler when the hauler contract is terminated. Buying totes directly from a manufacturer may save money. Bridgeport may also apply for a Section 902 Recycling Program Development and Implementation Grant from PADEP to cover 90% of the recycling bin purchase cost, although this grant is competitive and receipt of this grant is not guaranteed.

A low-cost alternative to purchasing totes is to purchase large stickers saying “BRIDGEPORT RECYCLES” and including lists of recyclable items and non-recyclable items. The Borough could hand out these stickers and request that residents place a sticker on a trashcan and convert it to a recycling can. This could also serve as a temporary measure if the Borough is waiting to receive approval of a Section 902 grant to buy large totes.

4.6 Bulk Item Pickup

Haulers can pick up extra large trash items every week, once a month, or by appointment. The Borough can specify the required frequency and method of Bulk Item pickup. Bridgeport currently offers free pickup of one bulk item each month. More frequent bulk item pickup is probably not necessary and can encourage residents to trash large items instead of finding alternate means of disposal (e.g., recycling, selling, or donating). To discourage unnecessary trashing of large items, and thus reduce landfill tipping fees, the Borough can continue to limit Bulk Item Pickup to once per month. Bulk item pickup costs can either be included with trash hauling costs or listed as a separate bid item.

4.7 Yard Waste and Christmas Tree Collection

As a non-mandated municipality, Bridgeport is not required to provide yard waste pickup. Many municipalities that contract recycling and waste hauling services provide yard waste (including leaves, Christmas trees, vegetation, and small branches) pickup either through contracted services or through public works employees. The Borough indicated that it does not currently have the capability in-house to pick up yard waste. Haulers are able to collect yard waste if it is appropriately bagged or packaged. While many residences in the Borough do not have trees, there are many that do. A minimal yard waste pickup schedule could include one Spring bagged-leaf pickup, one Fall bagged-leaf pickup, and a January Christmas tree pickup. The hauler would then deposit yard waste at a compost facility (which could cost \$35 per

ton), rather than including yard waste with municipal waste and dumping the material at a landfill (which could cost \$70 per ton). Typically the Borough is responsible for disposal costs, whether to a landfill or compost facility, and thus the Borough may see some cost savings from yard waste collection, depending on the total tons of yard waste collected and associated reduction in disposal fees. Including yard waste collection days as an optional bid item may allow the Borough to provide a desirable service.

4.8 Incentive Programs

Some haulers provide recycling incentive programs, such as RecycleBank®, in which residents are rewarded for the amount they recycle individually or as a community. There is a cost to operate the incentive program. While incentive programs can increase recycling participation, they also can add significant cost to a hauler's bid. It is difficult to gauge the effectiveness of such incentives when first launching a recycling program and therefore difficult to perform a cost versus benefit analysis. If the Borough is interested in an incentive program, including it as an optional bid item would allow the Borough to evaluate the cost before committing to a program.

4.9 Recycling Education

Haulers and municipalities agree that education is the most important factor for a recycling program's success. If Bridgeport implements a recycling program, frequent and varied education is highly recommended. The following are examples of effective education methods: door hangers, magnets, flyers twice per year, detailed website information, and inclusion in any municipal communication including newsletters and tax bills. Residents should be educated on what, when, and where items can be recycled, and especially *why* items should be recycled. Highlighting the financial benefits of recycling tends to be effective. In the bid specification, Bridgeport can require that the hauler provide some educational material to residents. Increasing recycling is in the interest of both the Borough and the hauler. Haulers can help educate residents about recycling by sending flyers (e.g., information about recyclable vs. non-recyclable items), or even leaving notes on recycling containers filled with non-recyclable items. The key to recycling participation is education, especially when introducing recycling for the first time. The Borough should educate residents about proper recycling practices as much as possible. Requiring the hauler to provide written recycling education is one way to ensure distribution of recycling information.

4.10 Automated Trucks

The use of automated trucks can reduce on-the-job accidents and injuries, reduce man-hours required for pickup, and reduce workers compensation fees, which can affect a hauler's bid amount. Because of these benefits, many haulers are already employing a fleet of automated collection trucks.

4.11 Monitoring System

Some haulers utilize a GPS-based route monitoring system so that actual pickup times, route delays, or specific problems, are monitored in real-time from a single location. If a resident calls to complain about a missed pickup, the tracking data can help provide answers. The use of a monitoring system can be included as an option or a requirement in the bid specification. This option can be specifically helpful if the Borough receives a lot of calls or complaints about missed pickups. However, requiring the use of GPS tracking technology in the bid specification may limit the number of eligible haulers.

4.12 Acceptable Materials

The most user-friendly recycling program utilizes single stream collection, where steel and aluminum cans, all colors of glass, plastics #1 through #7, paper, and cardboard are collected in one container. There are many Material Recovery Facilities (MRFs) that can accept and sort all of these materials, although some do not. Some recycling haulers require recyclable materials to be separated, and some do not collect cardboard or plastics 3-7, depending on the requirements of the MRF the hauler chooses to use. When more recycling is collected, the Borough pays less in landfill tipping fees and receives more in State recycling grant money. It is financially beneficial for the Borough to reduce trash and increase recycling. Single stream recycling is also easy to understand and practice, which can be especially beneficial when introducing a recycling program to residents for the first time. If a program is easy to understand, that is an

advantage in gaining program participation. Therefore, in order to allow more recycling collection, the Borough can require haulers to provide collection of all aforementioned materials and/or require single stream collection.

4.13 Schedule and Hours

If the Borough wishes to have trash and recycling pickup on certain days (e.g., keeping Tuesday and Friday as the pickup days) or during certain hours, this can be included in the bid specification. Since trash is currently picked up on Tuesday and Friday, maintaining a Tuesday/Friday pickup schedule for the transition to once-per-week trash and once-per-week recycling collection could make the transition much easier for Borough residents. However, adding pickup day requirements to the bid specification may pose difficulties for a hauler.

4.14 Assessment of Program Options

Based on discussions with the Borough, it seems that if residential recycling is implemented, the priorities are that the bid specification is written to maintain the current scenario as much as possible, facilitate a smooth transition, foster a strong recycling program, and minimize requirements on Borough program administration time. Therefore KRF provides the following assessment of options and recommendations. In order to obtain information to make an informed financial decision, it is recommended that the Borough include twice-per-week trash collection, once-per-week trash collection, once-per-week recycling collection, once-per-week trash collection with once-per-week recycling collection, and yard waste collection as optional bid items. In this way the bid sheet is structured to allow for divided service, or for receiving a possible discount on combination services. Mandatory Single Stream recycling is recommended. Specifying the pickup day(s) was written into the previous bid specification, and will allow the Borough to minimize change, but may pose a scheduling difficulty to the hauler. The Borough must decide which is of greater priority. The current once-per-month bulk item pickup service is acceptable and maintaining the same service is recommended. Owning the recyclables represents some financial uncertainty, and is not recommended for Bridgeport. Incentive programs, automated trucks, and monitoring systems may add cost to the bids and do not currently address Bridgeport's needs or desires, and so it is recommended they be omitted. Providing residents with large recycling totes and providing recycling education will help encourage recycling, and it is recommended that these be included in the bid as optional or required items.

4.15 Bid Specification

Bridgeport provided a copy of the bid specification that was used for the last hauler bid, and it is included in Appendix A. Bridgeport indicated that the specification language should remain as much the same as possible, since Bridgeport is content with the current level of service, and only requires additions for recycling. Based on assessment and discussion with the Borough about the aforementioned program options, KRF Environmental drafted refuse collection and recycling collection bid specification sections. The provided bid specification language is based on the Borough's original language as much as possible. See Appendix B for the Draft Bid Specification Language. See Appendix C for the associated Draft Bid Sheet. It is important to note that KRF does not provide legal advice, and the Borough should seek legal counsel from the Solicitor or another attorney concerning bid specification language and structure. In order to present the reasoning behind and details about the bid specification format, KRF Environmental prepared and presented to Borough Council a Presentation of Hauler Options, including PowerPoint® slides and discussion points, as shown in Appendix D.

The draft bid specification sections are written with four optional bid items of twice-per-week trash collection, once-per-week trash collection, once-per-week recycling collection, and once-per-week trash collection with once-per-week recycling collection. Yard waste collection is included as an optional add-on for each bid item. Trash collection includes mandatory once-per-month bulk item pickup. Recycling collection includes mandatory single stream collection including plastics #1-#7, tote provision, and written recycling education twice-per-year. Pickup days of Tuesday and/or Friday are required. As stated above, the Borough should seek legal counsel concerning bid specification language, and the Borough is not obligated to use the provided bid specification language.

When the Borough receives hauler bids, the hauling costs of different programs can be compared. However, there are additional cost savings associated with recycling that may be factored into the Borough's decision. It is important to note that, in addition to hauling service costs, the Borough pays a landfill tipping fee based on how many tons of trash are collected in the Borough each month. Therefore, for every ton of residential recycling collected, the Borough could save approximately:

- \$70 per ton (an estimate of savings by diverting trash from the landfill and avoiding the tipping fee), plus
 - \$16 per ton (an estimate of PADEP Section 904 Recycling Performance Grant Award per ton for 300 tons collected).
- See Appendix E for Information on Section 904 Recycling Performance Grant Award Calculation. At these rates, 300 tons of residential recycling represents a savings of approximately \$25,800 annually, in addition to any hauling service cost savings.

5.0 OTHER CONSIDERATIONS

5.1 Program Start-up

Education is the key to a successful recycling program. While the hauler may provide residents with educational materials about recycling, it is also important that the Borough prepare residents if there is to be an upcoming change in hauling services. If the Borough decides to contract recycling collection services, the Borough should send a letter to prepare residents and explain the benefits of the recycling program. See Appendix F for an example of a Residential Recycling Program Start-up Notification. As mentioned above, the following are examples of effective education methods to employ at the start and for the duration of the recycling program: door hangers, magnets, flyers twice per year, detailed website information, and inclusion in any municipal communication including newsletters and tax bills.

5.2 Ordinance

Although Bridgeport is a non-mandated municipality, the Borough may still adopt an ordinance requiring residents and businesses to recycle. Adoption of an ordinance, and education of the public about the ordinance, may compel residents to take recycling seriously. Also, adoption of a recycling ordinance is required if the Borough receives more than \$10,000 from the Section 904 Recycling Performance Grant program. A recycling ordinance also typically requires that businesses recycle. While many businesses in Bridgeport already contract for recycling services, requiring recycling is another way to increase recycling tonnages in Bridgeport, which then increases the annual State Recycling Grant award amount.

6.0 RECOMMENDATIONS AND CONCLUSION

- **BID SPECIFICATION** – Consult with the Borough Solicitor regarding appropriateness of the attached Draft Bid Specification and Bid Sheet language. Go out for bid for Hauler Services.
- **BID EVALUATION** – After receiving hauler bids, compare pricing of all options with the possibility of contracting different haulers for different services. Keep in mind the potential additional cost savings described in Section 4.15.
- **YARD WASTE** – Consider contracting for the optional yard waste collection, based on cost savings from avoiding tipping fees.
- **EDUCATION** – Implement an aggressive recycling education program immediately upon, or before, establishment of a recycling program.
- **ORDINANCE** - Consider adopting a recycling ordinance to compel residents and businesses to recycle.

Ultimately the Bridgeport Borough Council must choose the hauling program bid options and requirements they feel best address the needs and desires of the residents of Bridgeport at this time. The Borough should consult with the Solicitor or legal counsel to determine appropriateness of these recommendations. This report does not constitute legal advice, recommendations, counsel, or guidance.

Appendix A

Original Bid Specification Language

III. DETAILED SPECIFICATIONS

1. Definitions:

As used throughout the bidding and contract documents, following words shall have the meanings indicated:

- A. Garbage: All animal or vegetable matter or refuse, including but not limited to offal from meat, fruit or vegetables or parts thereof, and other articles and materials ordinarily used for food or human or animal consumption which would have become unfit for human or animal use or which for any reason have been discarded, but shall not include the bodies of dead animals and excrement of humans or animals.
- B. Paper: All newspapers, periodicals, cardboard and other waste paper and similar items.
- C. Ashes: All residue from coal, wood or other fuel consumption.
- D. Trash: Rags, old clothes, leather, rubber, wood, excelsior, sawdust, tin cans, bottles, glass and crockery and similar items.
- E. Refuse: Garbage, paper, ashes, trash and rubbish, not Trade Waste Materials, all as herein defined.
- F. Trade Waste: All refuse materials resulting from or provided by a building operation, a multi-family dwelling, a commercial, industrial or other non-residential establishment or premises, including but not limited to trailer courts and apartment developments. Trade waste does not include fire houses, churches and those commercial establishments currently paying for and receiving trash pick up services.
- G. Multi-Family Dwellings: All buildings, the primary purpose of which are for residential occupancy by six (6) or more separate and distinct families, tenants and/or household units; a "row" or "town" house dwelling which contains six or more single or duplex dwelling units which are owned, including the land upon which they are erected, in fee simple by separate persons, shall not be a multi-family dwelling hereunder.

2. Receptacles:

The owner, agent, lessee, tenant or occupant must provide and keep on such premises, sufficient and suitable receptacles for receiving and holding rubbish. "Sufficient" is defined to be standard refuse receptacles for each family unit. "Suitable" is defined to be a receptacle, can or barrel with a tight fitting cover so constructed as to prevent the spillage of its contents.

3. Collection:

Collections during the course of the contract shall be as follows:

A. Schedule: Contractor shall collect refuse as defined herein on two (2) days per week, to wit, Tuesday and Friday of each week during the entire period of the Agreement. Contractor shall also collect once per month one (1) non-white bulk item from each dwelling unit in the Borough.

B. Hours: Collections shall be made commencing at 7:00 a.m. prevailing time and shall be continuously pursued until the routes are completed, which completion time shall be no later than 7:00 p.m., prevailing time, except in cases of unusual delay, emergency or breakdown. Any deviation from these hours must be reported to the Borough Manager or appropriate Borough Representative.

C. Routes: All trucks employed by the Contractor shall follow the same routes which shall not be changed except upon approval of the Borough Manager or his duly authorized representative so that service to the residents will be at reasonably uniform times and pursuant to reasonably uniform patterns. All routes, schedules and traffic of trucks upon the streets and highways of the Borough, including the routes for the initial trash pickup by the successful bidder, shall be approved by the Borough Manager.

D. Point of Collection: Contractor shall and will collect and remove all refuse placed at the street line of each residence within the Borough on designated pickup days.

E. Preparation of Refuse for Collection: All garbage shall be thoroughly drained of water, wrapped securely in paper and placed in a proper receptacle. Ashes, trash and rubbish shall be placed in a suitable receptacle which may be the same receptacle used to contain the wrapped garbage. Where any such rubbish is too bulky to be placed in the proper receptacle, it must be disassembled, broken or cut up as much as possible and placed on the curb at the prescribed collection day. All such rubbish shall be securely tied, where applicable, and shall be of such size that the longest dimension thereof shall not exceed three (3) feet and a total weight thereof shall not exceed sixty (60) pounds. Paper shall be secured or properly tied into bundles or other packages in a manner designed to prevent any scattering while the same is being handled by Contractor's employees or while such bundles await collection; packages of a size and construction so as to permit ease of handling by one person and shall in no event exceed sixty (60) pounds in weight.

F. Places of Collection: Collection shall be made from all non-multi-family residences throughout the Borough which shall include all streets, public or private, and shall include those streets that are temporarily closed for repairs or construction. In the latter case, special collection points shall be designated by the Borough representative if the condition of the street would prevent access thereto by the collector's truck. Contractor shall also collect from Borough Hall and all public trash containers situate throughout the Borough.

G. Manner of Collection: All collections shall be made with a minimum of noise and traffic delay to pedestrians and vehicular traffic within the Borough. All receptacles and containers shall be handled as carefully and quietly as possible by Contractor's employees.

H. Trade Waste: Trade waste will not be collected by either the Borough or its Contractor, said materials being exempt from the provisions of the contract. The producer of such materials may, however, at its own expense, make arrangements with any Contractor, including the Contractor awarded the Borough Bid, for the removal and disposition of such materials.

I. Disposal of Refuse as Herein Defined: All the refuse contracted to be collected herein shall be delivered to the Great Valley Recycling Center, Sixth and Merion Streets, Bridgeport, Pennsylvania in accordance with the contract of May 10, 1989, as amended. Disposal to be paid by the Borough. Pursuant to this contract as amended, Great Valley Recycling Center shall either accept the refuse for processing and transportation to a non-local disposal facility or Great Valley Recycling shall dispatch the collection vehicle directly to a local disposal facility at which Great Valley Recycling has contractual access. Under the contract of May 10, 1989 as amended, a local disposal facility is one that is within 50 miles.

All bidders should be aware that under the current contract, Great Valley Recycling has dispatched the vehicles directly to Pioneer Crossing Landfill in Exeter Township, Berks County and it is anticipated that under the proposed contract (this bid solicitation), the Contractor's (successful bidder's) collection vehicles will also be dispatched by Great Valley Recycling to the Pioneer Crossing Landfill as well in which case, all transportation costs pursuant to this bid shall be borne by the Contractor.

J. Holidays: The following holidays are designated where no pickups are required:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When one of the collection days falls on one of these holidays, the scheduled collection day shall be the day after the holiday.

4. Equipment and Personnel:

A. Types of Vehicles: Contractor shall supply sufficient vehicles specifically designed to prevent leakage of any liquids or fluids for the purpose of performance of this contract. Open types of vehicles may be used only for collection of large items of household debris which may be separately collected in accordance with bulk pickup provisions, if any. All open type vehicles shall be covered with a suitable covering to prevent discharge of refuse from the vehicles.

B. Condition and Appearance of Vehicles: All vehicles and equipment utilized by the Contractor within the Borough of Bridgeport shall be maintained in good working and operating condition, both with respect to safety and sanitation. Equipment shall not be overloaded so refuse may spill or drop on the highways or maintained as to permit the leakage of fluids. All trucks shall regularly be cleaned and kept in proper condition. Trucks and equipment shall likewise be of uniform color and shall bear the name and address of the Contractor plainly visible on both cab and doors. All trucks shall be registered pursuant to Ordinance #494.

C. List of Equipment and Personnel: Contractor shall file as part of its bid submission a list of all vehicles and equipment with the identification information thereon. Changes in equipment shall be promptly reported to the Borough representative so that at all times, his records will be correct and accurate.

D. Cleanup: Each truck shall have at least one broom and shovel to clean up the refuse that may be spilled or otherwise scattered during the process of collection. It shall be Contractor's obligation or that of his employees to effect cleanup of any spillage occurring during collection.

E. Storage of Equipment: Contractor shall store and park its equipment at a convenient and lawful place at its sole expense. No trucks or equipment may be parked or stored on Borough streets except during collection periods.

F. Offensive Employees: The Borough representative may request a suspension or discharge of any employee for one or more of the following offenses during work hours and the Contractor shall comply with the request as promptly as possible:

1. Intoxication;
2. Use of loud, profane, vulgar or obscene language;
3. Soliciting gratuities or tips from the public for the services to be performed hereunder;
4. Refusal to collect or handle refuse as herein required and defined;
5. Wanton or malicious damage or destruction to containers or receptacles;
6. Wanton or malicious scattering or spilling of refuse;
7. Any other wanton, willful or reckless disregard of safety or sanitary requirements;

8. Any other wanton, willful or reckless disregard of property rights of public;
9. Any act which may constitute a public nuisance or disorderly conduct.

G. Contingencies: Non-performance of any of the contractual obligations by the Contractor which are substantial or such as to endanger the health and welfare of the residents of the Borough may, at the option of Borough Council, be sufficient cause for the Borough to terminate the contract and seek damages under the Performance Bond of the Contractor; provided, however, that such option shall not be exercised if the non-performance is caused by: (a) unavoidable casualties to more than a majority of the collection trucks of the Contractor for a period not exceeding five continuous days because of a strike or strikes or other labor disputes of the employees of the Contractor which prevent operation of the Contractor's collection trucks; (b) legal acts of duly constituted public authorities, other than the Borough, if such acts are not provoked by any act of omission or commission by the Contractor; (c) any act of God or nature; (d) civil disturbances or war.

Non-performance by Contractor for whatsoever reason, of any nature and regardless of whether it is substantial or a menace to the health and welfare of the residents of the Borough, shall be just cause, at the sole option of the Borough, for a pro rata deduction by the Borough of funds which would otherwise be due the Contractor for performance hereunder, except as follows:

1. The first two consecutive days or parts thereof, including Saturdays, Sundays and/or holidays of a bona fide strike or labor dispute as aforesaid by Contractor's employees; or
2. the first seven (7) consecutive days or parts thereof, including Saturdays and Sundays and/or holidays, or acts of God or nature as a result of which a majority of contractors collection trucks are rendered inoperable; or
3. Any day or days or parts thereof, not including Saturdays, Sundays or other holidays, or acts of omission or commission which are under the control of the Borough.

H. Cooperative Actions: The successful bidder shall cooperate with the Borough representative in the formulation of various programs which may be considered by the Borough with respect to solid waste management and other related programs, including but not limited to recycling programs.

I. Intrusion of Governmental Actions: Subsequent to the letting of the contract, should operations be discontinued by any governmental agency for alleged violation of County, State or Federal statutes, ordinances or rules and regulations, such disruption, if not occasioned through the fault of the Borough, shall not discharge the Contractor from

obligations under this Agreement and, in the event that the interruptions are the responsibility of the Contractor shall warrant termination of the Agreement and foreclosure on the Bond at the sole option of Borough Council.

J. Private Accounts: Nothing contained in the bid specifications or in the subsequent contract shall prohibit Contractor from entering into separate contract or contracts with any non-residential premises for refuse removal therefrom, however, such contract, if any, shall not interfere with the schedule of collections as called for in these specifications. Furthermore, the trash collected under any such private account shall not be co-mingled with any residential trash from the Borough of Bridgeport or collected in trash vehicles which are dedicated to the collection of residential trash in Bridgeport. Trash from any such private accounts must at all times remain separate and apart from trash collected under the terms of this contract.

K. Duties: The Contractor shall assume twice per week trash collection responsibilities and also will pick up one (1) non-white bulk item per month per dwelling unit on the last pickup day of each month.

L. Dedicated Vehicles and Routes: The Contractor shall at all times dedicate certain vehicles to collect residential trash within the Borough of Bridgeport and shall at all times make certain that no trash from any other municipality or any other source is co-mingled with Borough trash prior to its delivery to the Great Valley Recycling Center or other disposal facility.

Appendix B

Draft Bid Specification Language

NOTE: DRAFT – In NO Way does this draft specification constitute legal advice. This draft language is presented to convey a proposed structure for the bid specification, and is for discussion and review by the Borough of Bridgeport Council, Administrators, Solicitor, and those with which they wish to share it.

III. DETAILED SPECIFICATIONS FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL REFUSE AND BULK TRASH

1. Definitions:

As used throughout the bidding and contract documents, following words shall have the meanings indicated:

- A. Garbage: All animal or vegetable matter or refuse, including but not limited to offal from meat, fruit or vegetables or parts thereof, and other articles and materials ordinarily used for food or human or animal consumption which would have become unfit for human or animal use or which for any reason have been discarded, but shall not include the bodies of dead animals and excrement of humans or animals.
- B. Paper: All newspapers, periodicals, cardboard, junk mail, grayboard, office paper, magazines, and other waste paper and similar items.
- C. Ashes: All residue from coal, wood or other fuel consumption.
- D. Trash: Rags, old clothes, leather, rubber, wood, excelsior, sawdust, and crockery and similar items.
- E. Refuse: Garbage, ashes, trash and rubbish, not Trade Waste Materials, all as herein defined.
- F. Trade Waste: All refuse materials resulting from or provided by a building operation, a multi-family dwelling, a commercial, industrial or other non-residential establishment or premises, including but not limited to trailer courts and apartment developments. Trade waste does not include fire houses, churches and those commercial establishments currently paying for and receiving trash pick up services.
- G. Multi-Family Dwellings: All buildings, the primary purpose of which are for residential occupancy by six (6) or more separate and distinct families, tenants and/or household units; a “row” or “town” house dwelling which contains six or more single or duplex dwelling units which are owned, including the land upon

which they are erected, in fee simple by separate persons, shall not be a multi-family dwelling hereunder.

H. Aluminum: The light in weight ductile and malleable substance or element commonly known as aluminum and shall include all aluminum food and beverage cans. The description excludes aluminum foil, trays, plates, and miscellaneous non-can aluminum products.

I. Curbside: The area within five (5) feet of the edge of a public or private street, lane, alleyway, or intersection of a shared driveway and adjacent private property.

J. Glass: The hard, brittle, transparent or partially transparent substance produced by the 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, including clear, brown, green, and blue glass; and shall for the purpose of this Contract include only materials commonly known as glass bottles, jars, or containers. This includes all food and beverage containers made of glass. Excluded are ceramics, pottery, flat glass commonly known as "window" or "plate" glass, automotive glass, mirrors, porcelain, and light bulbs.

K. Plastic: Synthetic or semi-synthetic polymers molded into a variety of products, including containers for soda, milk, and other beverages and other packaging, and generally identified by a number between one (1) and seven (7) stamped or printed on the bottom or side of the product.

L. Recyclable Material or Recyclables: Aluminum, cardboard, glass, paper, plastic, and steel and bi-metallic food or beverage cans, and any additional materials specified by resolution of Borough Council to be recycled in any given year.

M. Recycling Processing Center: A plant, establishment or other operation which accepts, sorts, prepares, consolidates, processes, handles, or otherwise modifies recyclable materials for sale, further distribution, or other recycling use.

N. Single Stream Collection: Collection system by which all recyclables specified are mixed together at the time of collection and separation takes place at a recycling facility.

O. Steel and Bi-metallic Food or Beverage Cans: Empty food or beverage cans consisting of ferrous metal or a mixture of ferrous metal and other metals, often commonly known as "tin cans".

P. Yard Waste: Leaves, garden residues, shrubbery and tree trimmings less than three feet long and less than three inches in diameter, similar vegetative matter, but not including grass clippings.

2. Receptacles:

The owner, agent, lessee, tenant or occupant must provide and keep on such premises, sufficient and suitable receptacles for receiving and holding rubbish. "Sufficient" is defined to be standard refuse receptacles for each family unit. "Suitable" is defined to be a receptacle, can or barrel with a tight fitting cover so constructed as to prevent the spillage of its contents.

3. Collection:

Collections during the course of the contract shall be as follows:

A. Schedule: Contractor shall collect refuse as defined herein and described in Options below. For each option, Contractor shall also collect once per month one (1) non-white bulk item from each dwelling unit in the Borough.

1. Option 1 shall be a proposal for collection of refuse on two (2) days per week, to wit, Tuesday and Friday of each week during the entire period of the Agreement.

2. Option 2 shall be a proposal for collection of refuse on one (1) day per week, to wit, Tuesday or Friday of each week during the entire period of the Agreement.

3. Option 4 shall be a proposal for collection of refuse on one (1) day per week, in addition to the collection of recyclables on one (1) day per week, to wit, Tuesday and Friday of each week during the entire period of the Agreement.

B. Hours: Collections shall be made commencing at 7:00 a.m. prevailing time and shall be continuously pursued until the routes are completed, which completion time shall be no later than 7:00 p.m., prevailing time, except in cases of unusual delay, emergency or breakdown. Any deviation from these hours must be reported to the Borough Manager or appropriate Borough Representative.

C. Routes: All trucks employed by the Contractor shall follow the same routes which shall not be changed except upon approval of the Borough Manager or his duly authorized representative so that service to the residents will be at reasonably uniform times and pursuant to the reasonably uniform patterns. All routes, schedules and traffic of trucks upon the streets and highways of the Borough, including the routes for the initial trash pickup by the successful bidder, shall be approved by the Borough Manager.

D. Point of Collection: Contractor shall and will collect and remove all refuse placed at the street line of each residence within the Borough on designated pickup days.

E. Preparation of Refuse for Collection: All garbage shall be thoroughly drained of water, wrapped securely in paper and placed in a proper

receptacle. Ashes, trash and rubbish shall be placed in a suitable receptacle which may be the same receptacle used to contain the wrapped garbage. Where any such rubbish is too bulky to be placed in the proper receptacle, it must be disassembled, broken or cut up as much as possible and placed on the curb at the prescribed collection day. All such rubbish shall be securely tied, where applicable, and shall be of such size that the longest dimension thereof shall not exceed three (3) feet and a total weight thereof shall not exceed sixty (60) pounds.

F. Places of Collection: Collection shall be made from all non-multi-family residences throughout the Borough which shall include all streets, public or private, and shall include those streets that are temporarily closed for repairs or construction. In the latter case, special collection points shall be designated by the Borough representative if the condition of the street would prevent access thereto by the collector's truck. Contractor shall also collect from Borough Hall and all public trash containers situate throughout the Borough. Residential units combined with commercial units are not part of the Borough's collection service. Residential dwelling units that are constructed and become occupied during the term of this agreement shall receive collection service in the same manner as all currently existing residential units at no additional charge. There are currently approximately 2000 dwelling units in the Borough to receive collection service.

G. Manner of Collection: All collections shall be made with a minimum of noise and traffic delay to pedestrians and vehicular traffic within the Borough. All receptacles and containers shall be handled as carefully and quietly as possible by the Contractor's employees.

H. Trade Waste: Trade waste will not be collected by either the Borough or its Contractor, said materials being exempt from the provisions of the contract. The producer of such materials may, however, at its own expense, make arrangements with any Contractor, including the Contractor awarded the Borough Bid, for the removal and disposition of such materials.

I. Disposal of Refuse as Herein Defined: All the refuse contracted to be collected herein shall be delivered to the Great Valley Recycling Center, Sixth and Merion Streets, Bridgeport, Pennsylvania in accordance with the contract of May 10, 1989, as amended. Disposal to be paid by the Borough. Pursuant to this contract as amended, Great Valley Recycling Center shall either accept the refuse for processing and transportation to a non-local disposal facility or Great Valley Recycling shall dispatch the collection vehicle directly to a local disposal facility at which Great Valley Recycling has contractual access. Under the contract of May 10, 1989 as amended, a local disposal facility is one that is within 50 miles.

All bidders should be aware that under the current contract, Great Valley Recycling has dispatched the vehicles directly to Pioneer Crossing Landfill in Exeter Township, Berks County and it is anticipated that under the proposed contract (this bid solicitation), the Contractor's (successful bidder's)

collection vehicles will also be dispatched by Great Valley Recycling to the Pioneer Crossing Landfill as well in which case, all transportation costs pursuant to this bid shall be borne by the Contractor.

J. Holidays: The following holidays are designated where no pickups are required:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When one of the collection days falls on one of these holidays, the scheduled collection day shall be the day after the holiday.

4. Equipment and Personnel:

A. Types of Vehicles: Contractor shall supply sufficient vehicles specifically designed to prevent leakage of any liquids or fluids for the purpose of performance of this contract. Open types of vehicles may be used only for collection of large items of household debris which may be separately collected in accordance with bulk pickup provisions, if any. All open type vehicles shall be covered with a suitable covering to prevent discharge of refuse from the vehicles.

B. Condition and Appearance of Vehicles: All vehicles and equipment utilized by the Contractor within the Borough of Bridgeport shall be maintained in good working and operating condition, both with respect to safety and sanitation. Equipment shall not be overloaded so refuse may spill or drop on the highways or maintained as to permit the leakage of fluids. All trucks shall regularly be cleaned and kept in proper condition. Trucks and equipment shall likewise be of uniform color and shall bear the name and address of the Contractor plainly visible on both cab and doors. All trucks shall be registered pursuant to Ordinance #494.

C. List of Equipment and Personnel: Contractor shall file as part of its bid submission a list of all vehicles and equipment with the identification information thereon. Changes in equipment shall be promptly reported to the Borough representative so that at all times, his records will be correct and accurate.

D. Cleanup: Each truck shall have at least one broom and shovel to clean up the refuse that may be spilled or otherwise scattered during the process of collection. It shall be Contractor's obligation or that of his employees to effect cleanup of any spillage occurring during collection.

E. Storage of Equipment: Contractor shall store and park its equipment at a convenient and lawful place at its sole expense. No trucks or equipment may be parked or stored on Borough streets except during collection periods.

F. Offensive Employees: The Borough representative may request a suspension or discharge of any employee for one or more of the following offenses during work hours and the Contractor shall comply with the request as promptly as possible:

1. Intoxication;
2. Use of loud, profane, vulgar, or obscene language;
3. Soliciting gratuities or tips from the public for the services to be performed hereunder;
4. Refusal to collect or handle refuse as herein required and defined;
5. Wanton or malicious damage or destruction to containers or receptacles;
6. Wanton or malicious scattering or spilling of refuse;
7. Any other wanton, willful or reckless disregard of safety or sanitary requirements;
8. Any other wanton, willful or reckless disregard of property rights of public;
9. Any act which may constitute a public nuisance or disorderly conduct.

G. Contingencies: Non-performance of any of the contractual obligations by the Contractor which are substantial or such as to endanger the health and welfare of the residents of the Borough may, at the option of Borough Council, be sufficient cause for the Borough to terminate the contract and seek damages under the Performance Bond of the Contractor; provided, however, that such option shall not be exercised if the non-performance is caused by: (a) unavoidable casualties to more than a majority of the collection trucks of the Contractor for a period not exceeding five continuous days because of a strike or strikes or other labor disputes of the employees of the Contractor which prevent operation of the Contractor's collection trucks; (b) legal acts of duly constituted public authorities, other than the Borough, if such acts are not provoked by any act

of omission or commission by the Contractor; (c) any act of God or nature; (d) civil disturbances or war.

Non-performance by Contractor for whatsoever reason, of any nature and regardless of whether it is substantial or a menace to the health and welfare of the residents of the Borough, shall be just cause, at the sole option of the Borough, for a pro rata deduction by the Borough of funds which would otherwise be due the Contractor for performance hereunder, except as follows:

1. The first two consecutive days or parts thereof, including Saturdays, Sundays and/or holidays of a bona fide strike or labor dispute as aforesaid by Contractor's employees; or
2. the first seven (7) consecutive days or parts thereof, including Saturdays and Sundays and/or holidays, or acts of God or nature as a result of which a majority of contractors collection trucks are rendered inoperable; or
3. Any day or days or parts thereof, not including Saturdays, Sundays or other holidays, or acts of omission or commission which are under the control of the Borough.

H. Cooperative Actions: The successful bidder shall cooperate with the Borough representative in the formulation of various programs which may be considered by the Borough with respect to solid waste management and other related programs.

I. Intrusion of Governmental Action: Subsequent to the letting of the contract, should operations be discontinued by any governmental agency for alleged violation of County, State or Federal statutes, ordinances or rules and regulations, such disruption, if not occasioned through the fault of the Borough, shall not discharge the Contractor from obligations under this Agreement and, in the event that the interruptions are the responsibility of the Contractor shall warrant termination of the Agreement and foreclosure on the Bond at the sole option of Borough Council.

J. Private Accounts: Nothing contained in the bid specifications or in the subsequent contract shall prohibit Contractor from entering into separate contract or contracts with any non-residential premises for refuse removal therefrom, however, such contract, if any, shall not interfere with the schedule of collections as called for in these specifications. Furthermore, the trash collected under any such private account shall not be co-mingled with any residential trash from the Borough of Bridgeport or collected in trash vehicles which are dedicated to the collection of residential trash in Bridgeport. Trash from any such private accounts must at all times remain separate and apart from trash collected under the terms of this contract.

K. Duties: The Contractor shall assume twice per week or once per week trash collection responsibilities, as described in the Options below, and also will pick up one (1) non-white bulk item per month per dwelling unit on the last pickup day of each month.

1. Option 1: Collection of refuse on two (2) days per week
2. Option 2: Collection of refuse on one (1) day per week
3. Option 4: Collection of refuse on one (1) day per week in addition to collection of recyclables on one (1) day per week as defined herein

L. Dedicated Vehicles and Routes: The Contractor shall at all times dedicate certain vehicles to collect residential trash within the Borough of Bridgeport and shall at all times make certain that no trash from any other municipality or any other source is co-mingled with Borough trash prior to its delivery to the Great Valley Recycling Center or other disposal facility.

NOTE: DRAFT – In NO Way does this draft specification constitute legal advice. This draft language is presented to convey a proposed structure for the bid specification, and is for discussion and review by the Borough of Bridgeport Council, Administrators, Solicitor, and those with which they wish to share it.

IV. DETAILED SPECIFICATIONS FOR THE COLLECTION OF RECYCLABLES

1. Definitions:

As used throughout the bidding and contract documents, following words shall have the meanings indicated:

A. Garbage: All animal or vegetable matter or refuse, including but not limited to offal from meat, fruit or vegetables or parts thereof, and other articles and materials ordinarily used for food or human or animal consumption which would have become unfit for human or animal use or which for any reason have been discarded, but shall not include the bodies of dead animals and excrement of humans or animals.

B. Paper: All newspapers, periodicals, cardboard, junk mail, grayboard, office paper, magazines, and other waste paper and similar items.

C. Ashes: All residue from coal, wood or other fuel consumption.

D. Trash: Rags, old clothes, leather, rubber, wood, excelsior, sawdust, and crockery and similar items.

E. Refuse: Garbage, ashes, trash and rubbish, not Trade Waste Materials, all as herein defined.

F. Trade Waste: All refuse materials resulting from or provided by a building operation, a multi-family dwelling, a commercial, industrial or other non-residential establishment or premises, including but not limited to trailer courts and apartment developments. Trade waste does not include fire houses, churches and those commercial establishments currently paying for and receiving trash pick up services.

G. Multi-Family Dwellings: All buildings, the primary purpose of which are for residential occupancy by six (6) or more separate and distinct families, tenants and/or household units; a "row" or "town" house dwelling which contains six or more single or duplex dwelling units which are owned, including the land upon which they are erected, in fee simple by separate persons, shall not be a multi-family dwelling hereunder.

H. Aluminum: The light in weight ductile and malleable substance or element commonly known as aluminum and shall include all aluminum food and beverage cans. The description excludes aluminum foil, trays, plates, and miscellaneous non-can aluminum products.

I. Curbside: The area within five (5) feet of the edge of a public or private street, lane, alleyway, or intersection of a shared driveway and adjacent private property.

J. Glass: The hard, brittle, transparent or partially transparent substance produced by the 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, including clear, brown, green, and blue glass; and shall for the purpose of this Contract include only materials commonly known as glass bottles, jars, or containers. This includes all food and beverage containers made of glass. Excluded are ceramics, pottery, flat glass commonly known as "window" or "plate" glass, automotive glass, mirrors, porcelain, and light bulbs.

K. Plastic: Synthetic or semi-synthetic polymers molded into a variety of products, including containers for soda, milk, and other beverages and other packaging, and generally identified by a number between one (1) and seven (7) stamped or printed on the bottom or side of the product.

L. Recyclable Material or Recyclables: Aluminum, cardboard, glass, paper, plastics #1 - #7, and steel and bi-metallic food or beverage cans, and any additional materials specified by resolution of Borough Council to be recycled in any given year.

M. Recycling Processing Center: A plant, establishment or other operation which accepts, sorts, prepares, consolidates, processes, handles, or otherwise modifies recyclable materials for sale, further distribution, or other recycling use.

N. Single Stream Collection: Collection system by which all recyclables specified are mixed together at the time of collection and separation takes place at a recycling facility.

O. Steel and Bi-metallic Food or Beverage Cans: Empty food or beverage cans consisting of ferrous metal or a mixture of ferrous metal and other metals, often commonly known as "tin cans".

P. Yard Waste: Leaves, garden residues, shrubbery and tree trimmings less than three feet long and less than three inches in diameter, similar vegetative matter, but not including grass clippings.

2. Receptacles:

The Contractor shall provide a suitable recycling receptacle with fitted lid with a minimum 35-gallon capacity to each existing or newly-constructed dwelling unit as part of this contract. The receptacle will remain the property of the Contractor. Receptacles shall remain with the residence or dwelling unit for the duration of the contract. If a receptacle is broken or lost the Contractor shall provide another receptacle for that dwelling unit at the expense of the owner of the dwelling unit. If the owner of a dwelling unit requests an additional receptacle due to insufficient capacity, the Contractor shall provide receptacle rental for that dwelling unit for a nominal fee.

3. Collection:

Collections during the course of the contract shall be as follows:

A. **Schedule:** Contractor shall collect recyclables as defined herein and described in Options below.

1. Option 3 shall be a proposal for collection of recyclables on one (1) day per week, to wit, Tuesday or Friday of each week during the entire period of the Agreement.

2. Option 4 shall be a proposal for collection of recyclables on one (1) day per week, in addition to the collection of refuse on one (1) day per week, to wit, Tuesday and Friday of each week during the entire period of the Agreement.

B. **Hours:** Collections shall be made commencing at 7:00 a.m. prevailing time and shall be continuously pursued until the routes are completed, which completion time shall be no later than 7:00 p.m., prevailing time, except in cases of unusual delay, emergency or breakdown. Any deviation from these hours must be reported to the Borough Manager or appropriate Borough Representative.

C. **Routes:** All trucks employed by the Contractor shall follow the same routes which shall not be changed except upon approval of the Borough Manager or his duly authorized representative so that service to the residents will be at reasonably uniform times and pursuant to the reasonably uniform patterns. All routes, schedules and traffic of trucks upon the streets and highways of the Borough, including the routes for the initial recyclables pickup by the successful bidder, shall be approved by the Borough Manager.

D. **Point of Collection:** Contractor shall and will collect and remove all recyclables placed at the street line of each residence within the Borough on designated pickup days.

E. **Preparation of Recyclables for Collection:** All recyclables shall be placed in the Contractor-provided receptacle via Single Stream method, including

plastics #1 - #7. In no case shall yard waste be included in the single-stream recycling mix.

F. Places of Collection: Collection shall be made from all non-multi-family residences throughout the Borough which shall include all streets, public or private, and shall include those streets that are temporarily closed for repairs or construction. In the latter case, special collection points shall be designated by the Borough representative if the condition of the street would prevent access thereto by the collector's truck. Contractor shall also collect from Borough Hall and all public recyclables containers situate throughout the Borough. Residential units combined with commercial units are not part of the Borough's collection service. Residential dwelling units that are constructed and become occupied during the term of this agreement shall receive collection service in the same manner as all currently existing residential units at no additional charge. There are currently approximately 2000 dwelling units in the Borough to receive collection service.

G. Manner of Collection: All collections shall be made with a minimum of noise and traffic delay to pedestrians and vehicular traffic within the Borough. All receptacles and containers shall be handled as carefully and quietly as possible by the Contractor's employees. The Contractor shall ensure that the recyclables collected from the Borough remain segregated from all other materials until weighed by a licensed weight master at a designated, Borough-approved Recycling Processing Center and a certified weight slip is issued to the Borough for the single stream recyclable products. The Contractor may change the processing center during the course of the contract, but only with prior written approval from the Borough. The Contractor shall be responsible for ensuring that the recyclables are delivered to the processing center with a minimum of loss due to contamination, breakage, moisture, etc.

H. Commercial Recyclables: Recyclables from commercial or business locations will not be collected by either the Borough or its Contractor, said materials being exempt from the provisions of the contract. The producer of such materials may, however, at its own expense, make arrangements with any Contractor, including the Contractor awarded the Borough Bid, for the removal and disposition of such materials.

I. Disposal of Recyclables as Herein Defined: The Contractor shall be responsible for the collection, delivery, weighing, and unloading of the collected recyclables at an approved Recycling Processing Facility. It shall be the responsibility of the Contractor to locate a Recycling Processing Facility and make any necessary arrangements to obtain permission to deliver recycling collections to that site. Receiving sites may be changed during the life of the Contract upon prior Borough approval.

All transportation costs pursuant to this bid shall be borne by the Contractor. All proceeds and/or costs associated with the sale or delivery of recyclables to

the designated Recycling Processing Center shall be the property and/or responsibility of the Contractor; no proceeds or costs shall be the property or responsibility of the Borough.

The Contractor shall be responsible for protecting the recyclables collected from loss or damage until such weighed collection is turned over to the receiving site for the recyclables. The recycler shall provide documentation to the Borough verifying the quantity of recyclables collected in the Borough and marketed during each calendar year along with any other collection documentation required by the Pennsylvania Department of Environmental Protection, Montgomery County, or any other agency having jurisdiction over solid waste or recycling collection

J. Holidays: The following holidays are designated where no pickups are required:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When one of the collection days falls on one of these holidays, the scheduled collection day shall be the day after the holiday.

K. Collection and Disposal of Yard Waste: Bidders may include in the proposal an optional provision for the collection and disposal of yard waste. Christmas tree collection service is to be provided to each residential property once per year during January. Yard waste collection service is to be provided to each residential property twice per year, once in the fall and once in the spring. The Bidder shall submit a proposed collection schedule with the bid; the final schedule shall be established in consultation with the Borough

Residents will have the option of placing yard debris in biodegradable paper bags (two-ply, forty-pound heavy-duty wet strength craft paper) or trash cans (maximum thirty-two (32) gallon capacity or fifty (50) pounds in weight). Residents may make bundles of pieces of brush and small branches that are less than 3 inches in diameter, less than 3 feet long, and weighing less than 40 pounds. Bundles shall be secured with natural twine. In no case shall yard waste be collected in plastic bags.

The Contractor shall be responsible for the delivery, weighing, and unloading of the collected yard debris to a composting facility approved by the Borough. The Contractor must make any necessary arrangements to obtain permission to deliver yard debris to that site and to provide documentation to the Borough verifying the weight of any material delivered for composting. Any and all costs for composting shall be the responsibility of the Borough.

4. Equipment and Personnel:

A. Types of Vehicles: Contractor shall supply sufficient vehicles specifically designed to prevent leakage of any liquids or fluids for the purpose of performance of this contract.

B. Condition and Appearance of Vehicles: All vehicles and equipment utilized by the Contractor within the Borough of Bridgeport shall be maintained in good working and operating condition, both with respect to safety and sanitation. Equipment shall not be overloaded so recyclables may spill or drop on the highways or maintained as to permit the leakage of fluids. All trucks shall regularly be cleaned and kept in proper condition. Trucks and equipment shall likewise be of uniform color and shall bear the name and address of the Contractor plainly visible on both cab and doors. All trucks shall be registered pursuant to Ordinance #494.

C. List of Equipment and Personnel: Contractor shall file as part of its bid submission a list of all vehicles and equipment with the identification information thereon. Changes in equipment shall be promptly reported to the Borough representative so that at all times, his records will be correct and accurate.

D. Cleanup: Each truck shall have at least one broom and shovel to clean up the recyclables that may be spilled or otherwise scattered during the process of collection. It shall be Contractor's obligation or that of his employees to effect cleanup of any spillage occurring during collection.

E. Storage of Equipment: Contractor shall store and park its equipment at a convenient and lawful place at its sole expense. No trucks or equipment may be parked or stored on Borough streets except during collection periods.

F. Offensive Employees: The Borough representative may request a suspension or discharge of any employee for one or more of the following offenses during work hours and the Contractor shall comply with the request as promptly as possible:

1. Intoxication;
2. Use of loud, profane, vulgar, or obscene language;
3. Soliciting gratuities or tips from the public for the services to be performed hereunder;
4. Refusal to collect or handle recyclables as herein required and defined;

5. Wanton or malicious damage or destruction to containers or receptacles;
6. Wanton or malicious scattering or spilling of recyclables;
7. Any other wanton, willful or reckless disregard of safety or sanitary requirements;
8. Any other wanton, willful or reckless disregard of property rights of public;
9. Any act which may constitute a public nuisance or disorderly conduct.

G. Contingencies: Non-performance of any of the contractual obligations by the Contractor which are substantial or such as to endanger the health and welfare of the residents of the Borough may, at the option of Borough Council, be sufficient cause for the Borough to terminate the contract and seek damages under the Performance Bond of the Contractor; provided, however, that such option shall not be exercised if the non-performance is caused by: (a) unavoidable casualties to more than a majority of the collection trucks of the Contractor for a period not exceeding five continuous days because of a strike or strikes or other labor disputes of the employees of the Contractor which prevent operation of the Contractor's collection trucks; (b) legal acts of duly constituted public authorities, other than the Borough, if such acts are not provoked by any act of omission or commission by the Contractor; (c) any act of God or nature; (d) civil disturbances or war.

Non-performance by Contractor for whatsoever reason, of any nature and regardless of whether it is substantial or a menace to the health and welfare of the residents of the Borough, shall be just cause, at the sole option of the Borough, for a pro rata deduction by the Borough of funds which would otherwise be due the Contractor for performance hereunder, except as follows:

1. The first two consecutive days or parts thereof, including Saturdays, Sundays and/or holidays of a bona fide strike or labor dispute as aforesaid by Contractor's employees; or
2. the first seven (7) consecutive days or parts thereof, including Saturdays and Sundays and/or holidays, or acts of God or nature as a result of which a majority of contractors collection trucks are rendered inoperable; or

3. Any day or days or parts thereof, not including Saturdays, Sundays or other holidays, or acts of omission or commission which are under the control of the Borough.

H. Cooperative Actions: The successful bidder shall cooperate with the Borough representative in the formulation of various programs which may be considered by the Borough with respect to the recycling program and other related programs. The Contractor shall notify all dwelling-units via written communication (e.g. flyer, brochure, or postcard) of the materials that are acceptable and non-acceptable for recycling collection, at a minimum of twice per year, to wit, every six (6) months, for the duration of the contract period.

I. Intrusion of Governmental Action: Subsequent to the letting of the contract, should operations be discontinued by any governmental agency for alleged violation of County, State or Federal statutes, ordinances or rules and regulations, such disruption, if not occasioned through the fault of the Borough, shall not discharge the Contractor from obligations under this Agreement and, in the event that the interruptions are the responsibility of the Contractor shall warrant termination of the Agreement and foreclosure on the Bond at the sole option of Borough Council.

J. Private Accounts: Nothing contained in the bid specifications or in the subsequent contract shall prohibit Contractor from entering into separate contract or contracts with any non-residential premises for recyclables removal therefrom, however, such contract, if any, shall not interfere with the schedule of collections as called for in these specifications. Furthermore, the recyclables collected under any such private account shall not be co-mingled with any residential recyclables from the Borough of Bridgeport or collected in recyclables vehicles which are dedicated to the collection of residential recyclables in Bridgeport. Recyclables from any such private accounts must at all times remain separate and apart from recyclables collected under the terms of this contract.

K. Duties: The Contractor shall assume once per week recyclables collection responsibilities, as described in the Options below.. The Contractor may include the optional provision for the collection of yard waste, as defined herein.

1. Option 3: Collection of recyclables on one (1) day per week
2. Option 4: Collection of refuse on one (1) day per week in addition to collection of recyclables on one (1) day per week as defined herein

L. Dedicated Vehicles and Routes: The Contractor shall at all times dedicate certain vehicles to collect residential recyclables within the Borough of Bridgeport and shall at all times make certain that no recyclables from any other municipality or any other source is co-mingled with Borough recyclables prior to its delivery to processing facility.

Language to add to the FORM OF PROPOSAL section:

The Borough of Bridgeport may choose any individual options or combination thereof. Recycling proposals are to be based on the "Single Stream" collection method of all recyclable material. Trash and refuse collection is to be done in accordance with the regulations of Montgomery County as well as other applicable Federal, State, and Local regulations.

Bidder may bid on any of the options shown on the bid sheet; bidders are not required to bid on all options presented. All bids are lump sum. Contract will be awarded based on the total cost for the selected option(s).

Appendix C

Draft Bid Sheet

BID SHEET
 (See Section III and IV for explanation of Options)

OPTION 1: TWICE-PER-WEEK TRASH ONLY COLLECTION

All bids are annual lump-sum.	YEAR 1	YEAR 2	YEAR 3	YEAR 1,2,&3 TOTAL	YEAR 4 (AT BOROUGH OPTION)	YEAR 5 (AT BOROUGH OPTION)
Twice-per-Week Trash Collection						
<i>Add Optional: Yard Waste Collection</i>						

OPTION 2: ONCE-PER-WEEK TRASH ONLY COLLECTION

All bids are annual lump-sum.	YEAR 1	YEAR 2	YEAR 3	YEAR 1,2,&3 TOTAL	YEAR 4 (AT BOROUGH OPTION)	YEAR 5 (AT BOROUGH OPTION)
Once-per-Week Trash Collection						
<i>Add Optional: Yard Waste Collection</i>						

SEE NEXT PAGE FOR RECYCLING AND COMBINATION BID OPTION

OPTION 3: ONCE-PER-WEEK RECYCLING ONLY COLLECTION

All bids are annual lump-sum.	YEAR 1	YEAR 2	YEAR 3	YEAR 1,2,&3 TOTAL	YEAR 4 (AT BOROUGH OPTION)	YEAR 5 (AT BOROUGH OPTION)
Once-per-Week Recycling Collection						
<i>Add Optional:</i> Yard Waste Collection						

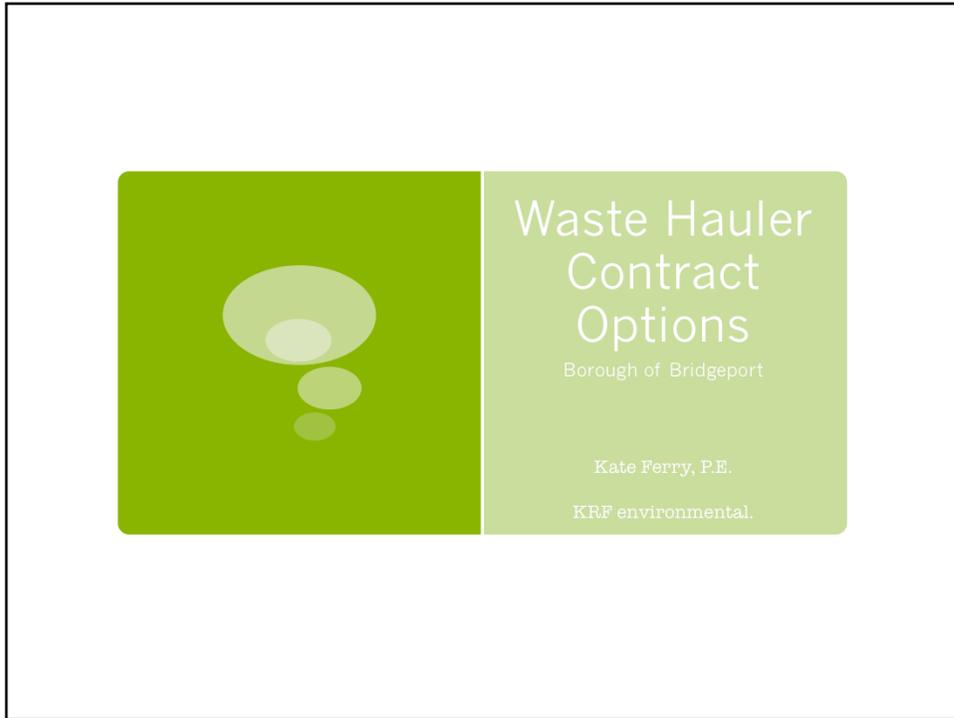
COMBINATION OPTION

OPTION 4: ONCE-PER-WEEK TRASH AND ONCE-PER-WEEK RECYCLING COLLECTION

All bids are annual lump-sum.	YEAR 1	YEAR 2	YEAR 3	YEAR 1,2,&3 TOTAL	YEAR 4 (AT BOROUGH OPTION)	YEAR 5 (AT BOROUGH OPTION)
Once-per-Week Trash and Once-per-Week Recycling Collection						
<i>Add Optional:</i> Yard Waste Collection						

Appendix D

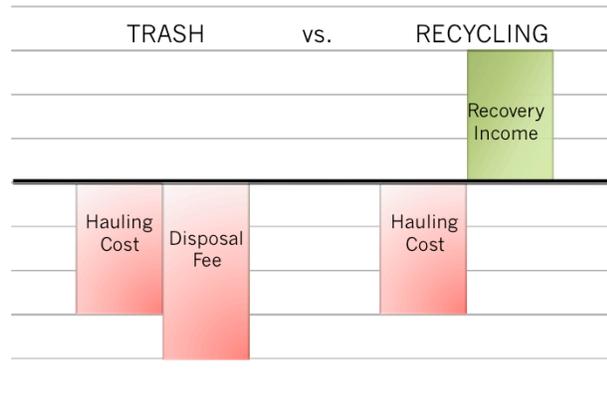
Presentation of Hauler Options



Introduction. As you know, Bridgeport will be going out to bid for waste hauler services soon. Through a PADEP Recycling Technical Assistance Grant, we have been engaged by the DEP to assist the Borough at no cost to the Borough, to modify the waste hauler bid specification to include a recycling option. My goal tonight is to briefly describe WHY it's beneficial to consider including recycling, HOW we can write a spec that will give the Borough the *option* to add a cost-effective and simple recycling collection, and WHAT the Borough can do with the cost information received in the bids, in order to reduce the total waste hauling cost to the Borough.

Why Consider Recycling?

Trash costs \$
Recycling saves \$



When going out to bid for a waste hauler contract, why should you consider recycling? There is trash – we all have it and no one wants it, so we are charged for 1) pick up and hauling, and 2) disposing of it at a landfill. But recycling is different, it is a commodity. The material is desirable to manufacturing companies. With recycling the hauler may charge us to pick it up, but then the hauler will make money when he delivers the material to a recovery facility. The recovery income can offset the hauling cost. Every pound of recyclables that is recycled rather than trashed saves money.

Waste Hauler Specification



- Beginning January 2015
- 3 or 5 year hauling service, as before
- Bid OPTIONS allow the Borough to choose hauler services after receiving actual prices from various haulers
- Compare “apples to apples” to make an informed decision



As you know, a new waste hauler contract will begin in January 2015 for another 3 or 5 year service period. Currently the Borough contracts with J.P. Mascaro for twice per week trash collection with no recycling or yard waste collection. I've been working with Don Curley to write a bid specification that, to the extent possible, is the same as the previous hauler bid spec, but this one includes optional bid items so that haulers will submit costs for trash and recycling collection in separate line items. The Borough will be able to compare apples to apples – cost of trash only versus cost of trash and recycling collection. In this way, the Borough will obtain the cost information needed to make an informed decision on whether to implement curbside recycling.

Adding Options to Compare and Save



Option	Hauler A	Hauler B	Hauler C
2x/wk TRASH			
1x/wk TRASH			
1x/wk RECYCLING			
1x/wk TRASH & 1x/wk RECYCLING			
add-on for Christmas tree pickup and 2x/yr leaf & yard waste pickup			

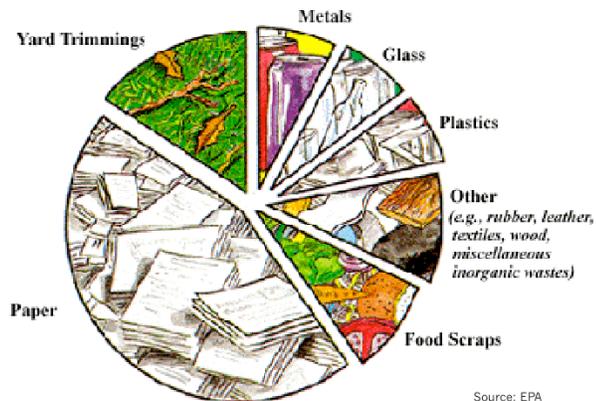
There are a few ways we can get the best possible price for hauling services AND an efficient and effective recycling program. As I mentioned, the bid spec will remain as much the same as the old spec as possible, with the addition of recycling options. The hauler will be asked to bid on the following scenarios: twice-per-week trash, once-per-week trash, once-per-week recycling, and once-per-week trash with once-per-week recycling. There will also be an option for once-per-year Christmas tree pickup and twice-per-year yard waste pickup.

When the Borough receives bids you might find that once-per-week trash with once-per-week recycling is less expensive than twice-per week trash. You might also find that Hauler A has a very low once-per-week trash cost and Hauler B has a very low once-per-week recycling cost. You can “mix and match”. The Borough would have the option of using one hauler for trash and one for recycling, which is becoming a more common practice for municipalities to obtain better pricing. There is also the option to add yard waste collection, which may be financially beneficial since the tipping fee for trash can be much higher than for compostable leaves.

How Easy is the Transition to Recycling?



More Recycling = Less Trash



If including recycling is the least expensive option, how easy is the switch for the Borough? Very. Some people are concerned that residents are currently used to twice-per-week trash collection. The EPA estimates that about 75% of our waste stream is actually recyclable. Therefore, if recycling is separated and collected, residents will find they have much less trash, so once-per-week trash collection will be sufficient.

Recycling Saves (Even More) Money



In addition to reduced hauling costs:

\$70 saved per ton from landfill fees
+
\$16 earned per ton from PADEP recycling grant
\$86 per ton saved **

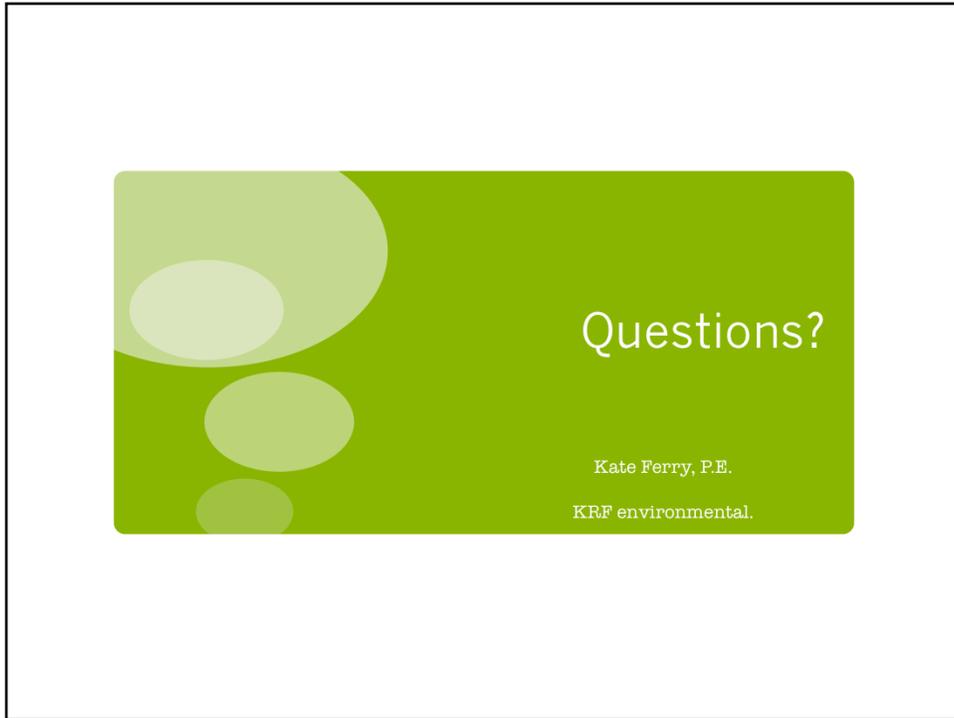
300 tons recycled = **\$25,800 saved per year****

Also, cost to dispose of leaves can be less than landfill fees.

** numbers are approximate



With options built into the bid spec, the Borough will see exactly how much recycling pickup can save the Borough. But there are other cost savings associated with a recycling program. Each ton of trash costs about \$70 to landfill. Each ton of recycling earns the Borough approximately \$16 of state grant money. Therefore each ton of recycling saves the Borough about \$86. So if the hauler collects 300 tons of recycling, that amounts to about \$25,800 saved per year. The cost savings can also be considered when comparing bid options.



Hopefully I've given you an idea of what cost information you can expect to receive from the bids, and how you can analyze that information and make an informed decision about the best waste hauling option for Bridgeport. I'm happy to answer any questions.

Appendix E

Information on PADEP Section 904 Recycling Performance Grant Award Calculation

Calculation of Section 904 Recycling Performance Grants

Please Note: The PADEP has stated that beginning with 2010 grant applications, the grant award formula is calculated to reduce the total award amount by 40% to ensure sustainability of the Recycling Fund.

The PADEP will calculate a municipality's Recycling Performance Grant Award as follows.

Base Award = (Approved Residential Tonnage + Approved Commercial Tonnage) x \$5

Bonus Award = (Approved Residential Tonnage + Approved Commercial Tonnage) x Municipality's Recycling Rate x \$1
Municipality's Recycling Rate = [Approved Residential & Commercial Tonnage / (Municipality's Population x 0.8)] x 100

Commercial Incentive = Documented Commercial Tonnage in excess of that approved for base and bonus award x \$10

* Approved Tonnages are less any residues. Approved commercial tonnage for the base award cannot exceed the approved residential tonnage

Total Award = (Base Award + Bonus Award + Commercial Incentive) x 60%

The above projection of the performance grant award is subject to limitations and approval by the PADEP.

Information about Section 904 Grants obtained from PADEP

Description of Section 904 Recycling Performance Grants

Recycling Program Performance Grants are available to all Pennsylvania local governments with recycling programs. The grants awards are based on the total tons recycled and the applicant's recycling rate.

Post-consumer aluminum and steel cans, glass, plastics, corrugated cardboard, newspapers, and other marketable grades of paper are materials eligible for the grants. All eligible materials collected from residents, business, schools, colleges, universities, and community events can be factored into the grant awards.

Applicants must retain documentation demonstrating that materials claimed in the application were eligible for the grant, generated within the applicant's boundaries, and were recycled or marketed in the year covered by the application. Residues from the collection and/or marketing of recyclable materials are not eligible for grant consideration. The Pennsylvania Department of Environmental Protection (DEP) administers the program under Section 904 of Act 101, the Municipal Waste Planning, Recycling and Waste Reduction Act.

Description of Recycling Performance Grant Requirements

[Act 140 of 2006](#) Impacts on Act 101 Recycling Performance Grants

Municipalities, except for counties, **receiving more than \$10,000** in Act 101 Section 904 Recycling Performance Grant funding must meet the following performance requirements.

Requires, through ordinance, that all residents have waste and recycling service.

Has an implemented residential recycling program and facilitates a commercial recycling program or participates in a similar county or multi-municipal program.

Has a residential and business recycling education program.

Has a program of enforcement that periodically monitors participation, receives complaints and issues warnings for required participants and provides fines, penalties, or both, in its recycling ordinance.

Has provisions, participates in a county or multi-municipal program or facilitates a private sector program for the recycling of special materials.

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

Has a person or entity designated as recycling coordinator who is responsible for recycling data collection and

reporting recycling program performance in the municipality or municipalities.

If the municipality has not met the above performance requirements, the grant funds awarded shall be expended by the municipality only to meet the performance requirements. If the municipality has met the performance requirements, the grant funds awarded may be expended by the municipality on any expense as determined in the discretion of the municipality. The Department may require budget documents or other expenditure records and may deny funding through this Section if an applicant cannot demonstrate that funds have been expended on eligible activities.

Appendix F

Example Residential Recycling Program Start-up Notification

Bridgeport, You're Invited to

RECYCLE!



What: Help us to make our new curbside Recycling Program a Success!

When: Beginning JANUARY 2015, every Tuesday, cans out by 6:00 a.m.

Who: Bridgeport Residents

Where: Curbside in your new Recycling Container (to be provided)

What: Your cleaned Glass, Paper, Cardboard, Aluminum and Bi-metallic cans, and Plastics #1 - #7 – All Mixed Together!

Why: Recycling Saves Money, helps Defray Trash Disposal Costs, and So Much More!

We hope you'll join us! www.BoroughofBridgeport.com for details

Dear Bridgeport Resident,

We are pleased to announce that we will soon be starting a recycling program in Bridgeport. The switch to ONCE-PER-WEEK RECYCLING and ONCE-PER-WEEK TRASH collection means **COST SAVINGS** plus **INCREASED SERVICES** for Bridgeport residents. The Borough Council recently contracted with RecycleCo to collect single stream recycling every Tuesday and trash every Friday. Single Stream recycling means all of your recyclables can be put in one container. So **RECYCLING IS EASY!** A recycling container will be delivered to you before January. The cans are property of RecycleCo and should not be taken with you if you change addresses.

We understand this is a big change, but it is an important and valuable one for all of us. We are one of a handful of municipalities in Montgomery County that has not yet had a recycling collection program. **We want this recycling program to be a success**, and we all need to work together to make that happen. To begin our program, our goal will be to try to **recycle at least 30 percent** of the waste leaving our Borough. We will keep you informed of our progress and continue to provide tips and information to you. We have recycling information available on our website, and residents may also call RecycleCo at 555-555-5555 with questions.

For each ton of recycling collected, **the Borough saves money by not paying landfill tipping fees**, and **earns money** from the State recycling grant program. Each item you recycle means savings for all of us in Bridgeport. **EVERY BOTTLE COUNTS!**

For more information, please visit our website www.BoroughofBridgeport.com
Thank you for your participation. Remember, every bottle counts!

Respectfully yours,

Bridgeport Borough

Recycling Tip #1
Recycle plastic
bags at the
grocery store,
NOT in your can