

Recycling Technical Assistance Project # 550

Dover Township, York County

Increasing Recycling Diversion and Participation
by Businesses and Residents



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

FINAL REPORT

JUNE 26, 2014



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TABLE OF CONTENTS

1. STATEMENT OF THE PROBLEM	1
2. SUMMARY OF WORK COMPLETED.....	1
2.1 Review of Dover Township Solid Waste and Open Burning Ordinances and Recycling Resolution	1
2.2 Susquehanna Township, Dauphin County, Single Hauler Collection Program	2
2.3 Recycling Incentive Programs	3
2.4 Strategy to Increase Recycling Participation and Diversion in Dover Township	4
3. POSSIBLE SOLUTIONS	6
4. RECOMMENDATIONS	6

List of Tables

Table 1 2012 Recycling Data Comparison.....	2
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List of Appendices

Appendix A – Sample Bid for Services and Contract for Exclusive Single Hauler Collection	
Appendix B – Review of Dover Township Ordinances and Resolution	
Appendix C – Act 101 Section 1501 Recycling and Waste Reduction Requirements	
Appendix D – Blair County IRC Recycling Rewards Program	
Appendix E – Sample Ordinance Authorizing Exclusive Single Hauler Collection	

TABLE OF CONTENTS

RECYCLING TECHNICAL ASSISTANCE PROJECT # 550

DOVER TOWNSHIP, YORK COUNTY

INCREASING RECYCLING DIVERSION AND PARTICIPATION BY BUSINESSES AND RESIDENTS

1. STATEMENT OF THE PROBLEM

Dover Township is located 8 miles northwest of the City of York in a predominately rural area experiencing growth within its 42.1 square miles. The Township's population increased by 3,000 persons between 2000 and 2010 to 21,078 as determined by the Federal census. A total of 8,071 households in the Township are serviced for recycling and municipal waste collection by Penn Waste, Inc. of Emigsville, York County. The five-year contract dated July 2012 includes a one-year renewal clause. Businesses operating within Dover Township are served by three hauling companies including Penn Waste, Republic Services and Waste Management. The Dover Area School District is serviced by Republic Services. The Township desires to implement techniques to increase recycling participation and diversion, including a bid for services that would award one contractor the rights to provide hauling services for residents, businesses and schools.

2. SUMMARY OF WORK COMPLETED

MSW Consultants reviewed and provided comments on Dover Township's ordinances governing municipal collection and disposal of municipal waste, outdoor burning, and the Township's resolution identifying materials to be recycled. MSW Consultants interviewed officials at Susquehanna Township, Dauphin County, about the features of that Township's single-hauler municipal waste and recycling hauling contract and collection program. MSW Consultants contacted Penn Waste and the York County Solid Waste Authority for information on residential recycling containers provided by and/or available from those entities. MSW Consultants gathered information about the features of recycling incentive programs provided by the City of Philadelphia, the Blair County IRC, Mechanicsburg Borough, Cumberland County, and the Centre County Recycling and Refuse Authority. With this report, MSW Consultants is outlining a strategy to increase recycling participation and diversion by residents, businesses and schools, and is providing a sample bid/contract document for single-hauler services (Appendix A) and a copy of the Susquehanna Township ordinance authorizing single hauler collection for all entities within the Township (Appendix E).

2.1 REVIEW OF DOVER TOWNSHIP SOLID WASTE AND OPEN BURNING ORDINANCES AND RECYCLING RESOLUTION

The ordinance review included Dover Township Ordinance Chapter 20, Solid Waste, Supp. III, revised 1/5/2009; Fire Prevention and Fire Protection Ordinance, Part 2, Open Burning Supp. 1, added 2/12/2007; and Resolution 2008-10 designating the items to be recycled in the Township pursuant to Chapter 20. Specific recommendations are provided in Appendix B. The municipal recycling requirements of Pennsylvania's recycling law, Act 101, Section 1501 appear as Appendix C.

2.2 SUSQUEHANNA TOWNSHIP, DAUPHIN COUNTY, SINGLE HAULER COLLECTION PROGRAM

It is estimated that less than a half-dozen municipalities in Pennsylvania have municipal waste and recyclables collected by one hauler serving residents, businesses and schools. Kutztown Borough, Berks County, provides such collection on a municipal basis. Susquehanna Township, Dauphin County, has had contracted single hauler collection, as authorized by Township Ordinance, for more than 20 years. Susquehanna Township Manager Gary Myers cites administrative, educational and environmental benefits of this system. In anticipation of the Township’s current contract, Mr. Myers conducted a pre-bid conference with three potential bidders, the Township’s Health Office and Solicitor to air concerns with the Township’s single hauler approach and solicit suggestions for improving the forthcoming bid document. The Township awarded the bid to Penn Waste, Inc. for a term of five years with a five-year renewal clause. Mr. Myers anticipates holding another pre-bid conference in preparation for the next solicitation prior to expiration of the current contract in 2015.

Penn Waste collects recycling single-stream from all Susquehanna residents, schools and most businesses in the Township. The Ordinance provides for collection exemptions for commercial entities with special needs such as paper shredding/document destruction. Reports are required to be filed with the Township identifying the types and quantities of materials recycled. Examples of exempted businesses include Capital Blue Cross, the Pennsylvania State Employees Credit Union and United Concordia. The Township also allows residential exemptions on a quarterly basis for “snowbirds” and others who are absent from their properties for periods of time. Penn Waste routinely performs route audits to assess participation in the collection program. Penn Waste provides monthly and annual reports to the Township on waste and recycling quantities. A comparison of Dover and Susquehanna Township 2012 recycling data is presented in Table 1.

Table 1 2012 Recycling Data Comparison *

Township	Residential Recycling Tons	Residential Residue Tons	Commercial Recycling Tons	Commercial Residue Tons	Total Recycling Tons	Population	MSW Generation Tons	Recycling Rate
Dover	1,441.3	216.2	368.2	0.0	1,593.4	21,078	16,862.4	9.4%
Susquehanna	1,941.9	291.2	4,798.2	719.7	5,729.2	24,026	19,220.8	29.8%

* Data does not include electronics or leaf/yard waste recycling

Under the terms of the contract, Penn Waste supplies Susquehanna Township residents with recycling containers (32-gallon green Rehrig-Pacific brand), and yard waste containers (32-gallon yellow Rubbermaid Brute brand). If additional capacity is needed by a household, additional containers are available at no cost to the resident or Township. The containers remain the property of Penn Waste. The Township also provides smaller recycling bins (20-gallon green ORBIS brand) to residents, particularly seniors, who do not need a 32-gallon capacity container for recyclables. Penn Waste also offers Township residents an alternate Pay-by-Bag waste collection service for those generating one or fewer bags of waste weekly. Of 6,900 residential housing units in the Township, slightly more than 1,000 participate in the Pay-by-Bag program. The service requires purchase of a minimum of 34 bags annually at \$3.10/bag or \$107/year. Most customers pick up the specially-marked 32-gallon orange bags at the Township’s Municipal building and some pay a fee of \$5.00 to have the bags mailed. Under

Pay-by-Bag, unlimited recycling, unlimited monthly yard waste collection and one bulky item/week services are included at no additional cost to the resident. The \$107 Pay-by-Bag annual cost is one-half of Penn Waste's \$214.44 annual residential fee for collection of up to four (4) 32-gallon bags or containers of trash per week including the recycling, yard waste and bulk item services. Township Manager Gary Myers and Penn Waste's Ed Ward view the Pay-by-Bag program as an incentive to recycle. An added plus for Susquehanna Township administrators and staff is Penn Waste's performance of billing and collections for its Susquehanna Township customers.

2.3 RECYCLING INCENTIVE PROGRAMS

The City of Philadelphia conducted the country's pilot RecycleBank program in 2005. Households in two City neighborhoods were rewarded with RecycleBank points if they set out minimum weights of recyclables each collection week. The RecycleBank points were redeemed for coupons from local and national sponsors. The selected households were provided with wheeled recycling carts containing radio frequency identification (RFID) chips that permitted the carts and the weight of recyclables to be associated with specific households. The carts were collected by a semi-automated lift truck that read the RFID tags, weighed the carts and recorded the weight of recyclables. The cart lids were embossed with written instructions and graphics of what could be recycled. Although the pilot program was discontinued due to its operational costs, a hybrid RecycleBank points program was later "reinstated" City-wide within Philadelphia's expanded single-stream recycling collection program. Details on the revamped "Philadelphia Recycling Rewards Program" can be found at this web link: <http://www.philadelphiastreet.com/recycling-rewards>.

The Blair County Intermunicipal Relations Committee (IRC) developed a recycling rewards program for its member municipalities that was launched in the spring of 2011. The "Recycling Awards" program provides an opportunity for residents of the City of Altoona, Logan Township, and the Boroughs of Hollidaysburg and Tyrone to receive a prize if their recycling bins are properly prepared. The IRC's Recycling Patrol visits neighborhoods each recycling collection week in search of the "Perfect Bin." The first household identified with a Perfect Bin is selected to receive a \$50 gift card provided by one of three local grocery chains. Although the program serves a broad geographic area, the Recycling Patrol does not discover a Perfect Bin during each survey. The IRC uses this as an educational opportunity to leave behind recycling instructions and a checklist noting why a particular recycling bin has not been deemed a Perfect Bin. A flyer describing the program is included in this report as Appendix D.

Mechanicsburg Borough, Cumberland County initiated an annual Commercial Recycling Award program in 2011 to recognize outstanding recycling by businesses. Nominations for the awards can be made by Borough residents, the Borough's Citizens Recycling Advisory Committee or directly by the businesses. A formal award certificate presentation to the winner is made before Borough Council in conjunction with America Recycles Day each November. The businesses and their recycling programs have received media and press attention. In observance of Earth Day 2014, Mechanicsburg launched a "Recycle Right Rewards" program to recognize the recycling effort of its residents. Similar to the Blair County IRC program, recycling bins are surveyed along collection routes in hopes of discovering recycling bins containing only the materials specified for inclusion in the recycling program. One of five collection routes is selected for survey each month. The addresses of the households with properly prepared recycling bins are noted and provided to Borough Office staff for

a random drawing to select a monthly winner. Prizes provided by local merchants have been in the form of gift cards or certificates and are awarded at Borough Council meetings.

The Centre County Recycling and Refuse Authority (CCRRA) has been promoting recycling competitions for Centre County schools since the 2009 inception of the Professional Recyclers of Pennsylvania (PROP) GreenSylvania paper recycling competition. The Authority added the Keep America Beautiful (KAB) Recycle-Bowl competition, which includes a variety of recyclables, in 2012. Both programs seek reports from schools on the weight of materials collected during a defined period in the fall in association with the November 15 America Recycles Day. CCRRA added a third competition for Earth Day 2014: The Plastic Bag Challenge, a collection drive sponsored by the Authority, the Centre Region COG, KAB's "A Bag's Life" program, Lowe's, TREX, and Weis Markets. The competitions receive a healthy response from the County's schools. The excitement generated by the 2014 Plastic Bag Challenge was beyond expectation. A total of 5,631 pounds, estimated to represent more than 360,000 bags, was collected by students and parents. Awards were presented for the greatest weight of bags collected on a school per-capita basis. The two winning schools received raised bed gardens donated by Lowe's, and all participating schools received handsome park benches donated Weis Markets. The prizes were made from TREX composite lumber.

2.4 STRATEGY TO INCREASE RECYCLING PARTICIPATION AND DIVERSION IN DOVER TOWNSHIP

Dover Township has many existing elements common to successful recycling programs. The Township has a mandatory recycling ordinance compelling participation. The residents, businesses and schools are served by capable, experienced hauling companies. The Township contracts for the hauling and disposition of municipal waste, leaf waste, bulk item and single-stream recycling collection. Residents have been provided with 32-gallon recycling containers and single-stream recycling instructions. The Township's recycling and waste hauler, Penn Waste Inc., offers three tiers of residential waste collection service, potentially encouraging recycling for residents choosing the least costly service that meets their needs. Residents have the option of electing the Penn Waste Pay-per-Bag service at a cost of \$150/year contrasted with the four bag/week cost of \$171.60 and the 95 gallon cart service costing \$179.40 annually. Dover Township maintains a recycling web page with links to commercial recycling and residential recycling instructions. Penn Waste handles billing and collections for its services. In order to increase recycling participation and diversion, adjustments to some of these program elements are recommended.

Residential Recycling. Penn Waste, Inc. reports increased residential recycling in Dover Township since July 2012 when the company initiated collections under the present hauling contract. Penn Waste indicated it collected 814 residential tons of recyclables in the initial six-month contract period. Dover Township reported a total of 1,441 residential tons of recyclables collected in 2012, combining tonnage collected by Penn Waste and the prior contractor. Penn Waste's figures for 2013 indicate 1,620 tons of residential recyclables collected, an increase of 12.4 percent. Penn Waste's Ed Ward attributes the increase to the deployment and use of 32-gallon recycling containers. Based on trials, the company favors 32-gallon recycling containers over wheeled carts and will provide additional 32-gallon containers to residents needing additional capacity. 2014 collections through May total 657 residential recycling tons. Ed Ward cautions that while the cold winter/spring season may have impacted the recycling total, Dover Township shows a potential to recycle between 140-150 tons of

residential recyclables each month or an average between 8–8.5 pounds per household per week. According to Ed Ward, increased educational efforts should boost recycling performance to 9 or more pounds per household per week, a performance level common to other York County municipalities with mature recycling programs.

Recommended recycling educational improvements include enhancing recycling instructions and implementing recycling incentive programs. To assist with residential education, Dover Township should provide a direct link on its web site to the Penn Waste residential recycling guidelines .pdf file: <http://www.pennwaste.com/wp-content/uploads/Residential-Recycle-Guidelines-Web-4-14.pdf>.

The Township should consider providing print copies of the Penn Waste residential recycling guidelines at the Township office, and distributing print copies with similar content by direct mail or in conjunction with sewer/water bill mailings. A recycling incentive program modeled after the Blair County IRC or Mechanicsburg Borough recycling rewards programs could be implemented to stimulate residential interest and participation. Dover Township could encourage local merchants or grocery chains to provide prizes. As an alternate, funds from Act 101 Section 904 Recycling Performance Grant funds awarded to the Township could be tapped to fund prizes.

Commercial and Institutional Recycling – The Dover Township tax rolls and sewer and water customer lists should be reviewed and compared to identify a comprehensive list of businesses operating in the Township. The businesses should be approached in person or through regular mail with an informational packet containing the recycling requirements outlined in Township Ordinance 20, Section 20-206 (Apartments, Condominiums, Mobile Home Parks), or Section 20-208 (Commercial and Institutional Establishments). The Township’s list of materials to be recycled by non-residential entities should be included in the packet. The Township should consider posting the recycling requirements of each of the three hauling companies serving these entities on the Township’s web site. The Penn Waste Commercial Recycling Guidelines are an example: http://www.pennwaste.com/wp-content/uploads/CommGuidelines_4-14-WEB.pdf.

The Township should consider one or more recycling incentive programs for the students of the Dover Area School District, and a Commercial Recycling Awards program to stimulate interest and participation in recycling by its businesses.

Single Hauler Bid for Services and Contract – The institution of a single hauler system to service all residential, commercial, institutional and municipal establishments in Dover Township would provide specific benefits to the Township, its residents and environment. A reduction in the number of waste hauling trucks servicing the Township on a daily basis would benefit traffic safety and air quality and reduce road wear and noise. Recordkeeping required by Ordinance 20, Section 20-216, #3 would be simplified under a single hauler system. Recycling by businesses operating in the Township that are not included in hauler reports would be more readily identified for compliance, education and reporting needs. Education of recycling requirements, including the materials to be recycled, would be uniform and applicable to all Township establishments. It is recommended that the Township explore the contracted single hauler approach and discuss it with all interested haulers in a pre-bid conference in advance of the expiration of the current residential hauling contract in 2018. Susquehanna Township’s Chapter 20 Ordinance, Part 1, Garbage and Refuse, and Part 2, Waste Reduction and Recycling, define “Township Collector” and “Authorized Collector,” respectively and establish the ability of the Township to contract for collection services while giving exclusive collection rights to its designated contractor.

3. POSSIBLE SOLUTIONS

This Recycling Technical Assistance report provides specific guidance on a finite set of solutions as part of the scope of services for this effort. Accordingly, it was not the intent of this project to seek out a range of options for consideration by the Township. The Township is left to select whichever option(s) it deems most appropriate.

4. RECOMMENDATIONS

Based on the strategy outlined in Section 2.4, it is recommended that Dover Township consider:

- ◆ Amending Dover Township Ordinance 20 to require waste haulers to be licensed under the authority of the Commonwealth of Pennsylvania per Act 90 of 2002. Remove references to licensing by Dover Township and license fees payable to the Township.
- ◆ Revising Township Resolution 2008-19 to list the recyclables collected under the current residential recycling hauling contract.
- ◆ Upgrading the recycling education information available on the Dover Township web site to be consistent with current recycling collection practices. Include a direct link to its contractor's (Penn Waste, Inc.) residential recycling guidelines.
- ◆ Providing hard copies of the Penn Waste residential recycling guidelines at the Township Office and consider an annual mailing of the guidelines piggybacked with sewer/water bills.
- ◆ Promoting that additional 32-gallon recycling containers may be provided by Penn Waste for residents in need of additional capacity.
- ◆ Designing and implementing a residential recycling incentive program to reward Dover Township residents for good recycling practices.
- ◆ Developing a list of all businesses operating within the Township as well as owners of apartment complexes and trailer parks, and condominium housing associations or property management companies. Providing each with a packet of Dover Township's recycling requirements including the list of materials to be separated from municipal waste for recycling as required by the Township and any additional materials collected by the commercial haulers operating within the Township. An annual reporting form should be included for any commercial entity that is not a customer of the commercial haulers or included in the haulers' annual recycling reports to the Township.
- ◆ Designing and implementing an annual commercial recycling awards program for businesses. Encourage the Dover Area School District to participate in the PROP GreenSylvania and/or the KAB Recycle-Bowl recycling competitions each fall.
- ◆ With the timing of the expiration of the residential collection contract in mind, the Township should conduct a pre-bid conference with all interested haulers and the Township Solicitor to discuss the possibility and features of a single hauler bid for services for the next contract period.
- ◆ If determined to be feasible as a result of the pre-bid conference and resultant recommendations, amend Dover Township Ordinance 20 to authorize a single hauler to provide exclusive collection of all municipal waste and recyclables generated in the Township by residents, and commercial, institutional and municipal establishments.



APPENDIX A

**SAMPLE BID FOR SERVICES AND CONTRACT
FOR EXCLUSIVE SINGLE HAULER
COLLECTION**



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**SUSQUEHANNA TOWNSHIP MUNICIPAL SOLID WASTE COLLECTION AND
RECYCLABLES COLLECTION AND MARKETING SERVICES CONTRACT**

THIS AGREEMENT is entered into this 13th day of September, 2005, by and between **PENN WASTE, INC.**, a Pennsylvania corporation with offices located at 85 Brickyard Road, P.O. box 3066, York, Pennsylvania, 17402-3066 (hereinafter referred to as "Contractor") and **SUSQUEHANNA TOWNSHIP**, a first class township and political subdivision under the laws of the Commonwealth of Pennsylvania with offices located at 1900 Linglestown Road, Harrisburg, Pennsylvania, 17110 (hereinafter referred to as "Township").

WHEREAS, Township issued an Invitation to Bidders to bid on the Municipal Solid Waste Collection and Recyclables Collection and Marketing Services ("Invitation to Bid") for the Municipal Solid Waste Collection and Disposal and Recyclables Collection and Marketing Services ("MSW Collection") for a five (5) year period beginning January 1, 2006 and ending December 31, 2010, with options for contract extensions; and

WHEREAS, Contractor, in response to the Invitation to Bid provide a Bid ("Bid") and

WHEREAS, the Susquehanna Township Board of Commissioners at their regular meeting held on September 8, 2005 determined that the lowest responsive and responsible bidder was Contractor.

NOW THEREFORE, pursuant to the aforesaid Invitation to Bid, and the Bid, both of which documents are incorporated herein, the parties intending to be legally bound, and for the consideration set forth in the Invitation to Bid and Bid, agree to be bound as follows:

1. **Scope of Services and Compensation**. Contractor agrees to fully perform in a competent and workman like manner the full scope of services set forth in the Invitation to Bid and the Bid (jointly "Contract Documents") and to meet all conditions and requirements for compensation limited to the compensation set forth in Contract Documents. All plans and specifications shall be performed by the Contractor under the terms of the Contract Documents which shall be strictly

construed. No Contract Document shall be modified, amended or changed, except with the prior written consent of Township.

2. **Term**. The term of this contract shall commence, as set forth in the Contract Documents January 1, 2006 and continue through December 31, 2010 with the right to extend as set forth in the Contract Documents.

3. **Insurance**. Contractor agrees to supply herewith and to keep in force at all times during the term of the Contract or any extension thereof, a Performance Bond with a reputable surety company licensed to do business in the Commonwealth of Pennsylvania and acceptable to Township in an amount of not less than One Million and 00/100 (\$1,000,000.00) Dollars and to provide all insurance required in the Contract Documents. The insurance shall be evidenced by a certificate or certificates naming Township as insured and delineating all the insurance as required under paragraph 1.23 of the Contract Documents.

4. **Financial Statement**. Annually, as soon as completed, but in no event later than June 30th of each year, Contractor shall supply a full and complete sworn financial statement showing Contractor's assets and liabilities as of the year end.

5. **Independent Contractor**. Contractor shall perform all work and services hereunder as an independent contractor and not as an officer, agent, servant, employee or co-venturer of Township.

6. **Compliance with Laws and Rules**. Contractor shall perform all work under this Contract in strict compliance with the laws, statutes, ordinances, rules and regulations of the United States of America, Commonwealth of Pennsylvania, County of Dauphin, DCISWA and Township of Susquehanna as well as any municipality in which disposal takes place, including all relevant rules and regulations.

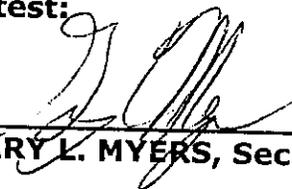
7. **Materiality**. All of the requirements, conditions and obligations set forth for the Successful Bidders in the Contract Documents are material to this Contract and breach or deviation from any is a material breach hereof.

8. **Records**. Contractor shall provide Township, on a quarterly basis, written documentation setting forth the total number of tons of each material recycled and the total number of tons of MSW Collected and disposed from

or to limit the scope of any particular paragraph. TIME IS OF THE ESSENCE throughout this agreement.

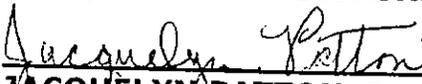
IN WITNESS WHEREOF, the parties hereto execute this agreement the day and year first above written.

Attest:



GARY L. MYERS, Secretary

**BOARD OF COMMISSIONERS OF
SUSQUEHANNA TOWNSHIP**

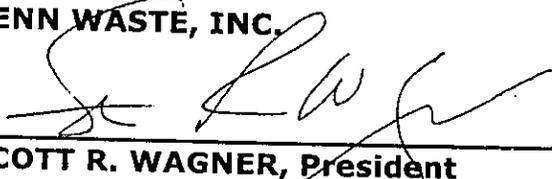


JACQUELYN PATTON, President

Attest:



PENN WASTE, INC.



SCOTT R. WAGNER, President

CONTRACT EXTENSION

SUSQUEHANNA TOWNSHIP MUNICIPAL SOLID WASTE COLLECTION AND RECYCLABLES COLLECTION AND MARKETING SERVICES CONTRACT

THIS EXTENSION, is entered into between PENN WASTE, INC., a Pennsylvania Corporation, with offices located at 85 Brick Yard Road, P.O. Box 3066, York, Pennsylvania, 17402 (hereinafter referred to as "Contractor")

A
N
D

SUSQUEHANNA TOWNSHIP, a first-class township and a political subdivision under the laws of the Commonwealth of Pennsylvania with principal offices located at 1900 Linglestown Road, Harrisburg, Pennsylvania, 17110 (hereinafter referred to as "Township").

WHEREAS, Contractor and Township entered into a contract for Municipal Solid Waste Collection and Recyclables Collection and Marketing Services dated September 13, 2005 commencing January 1, 2006 with a term of five (5) years ending December 31, 2010 with an option to extend for up to five (5) additional one (1) year periods or a total of five (5) years (which original contract shall be hereinafter known as "Contract"); and

WHEREAS, Contractor and Township wish to extend under the existing terms and conditions of the said Contract except as herein modified.

NOW THEREFORE, the parties extend the aforesaid Contract as modified herein commencing at the end of the term of the Contract and continuing for a period of five (5) years through December 31, 2015.

1. Recitals. The recitals set forth herein above and the Contract referred to herein above are incorporated herein except as modified herein.

2. Payment. Payment, except as modified herein, shall continue for each of the five (5) years of this extension, January 1, 2011 through December 31, 2015, at the same charge to the Township and Township residents as set forth for the final year of the said initial Contract term.

3. Option for Residential Low Trash Generation "Tag-A-Bag Program". During the term of the extension contract and for each year thereof, annually, Contractor shall make available, for their election, to each resident of the Township, an option for low trash generators to be exempt from being billed at the normal rate for trash generators by participation at a lower rate for low generation by purchase of bags at \$3.00 per bag with a minimum annual purchase of thirty-four (34) bags. Participants in the program, if more than thirty-four (34) bags are required normally, shall be able to purchase additional bags at a rate of \$3.00 per bag. Individual residents electing the Tag-A-Bag option must purchase the 34 bags at the time of election and periodically during that year for trash. Residents participating in the Tag-A-Bag

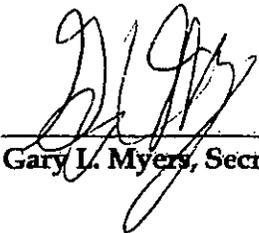
Program will still be provided with the same recycling and yard waste collection opportunities and services provided to other Township residents not participating in the Tag-A-Bag Program. It will be the responsibility of Contractor to design and implement at Contractor's expense, a public education program which will, at a minimum, in the last quarter of 2010 and at least in the last quarter of each year of the Contract except the final year of the Contract, provide each resident being billed periodically with a explanation of the Tag-A-Bag Program including its advantages and the explanation that the program is designed for low generators who will use the 34 bags or fewer during the course of the year; provide appropriate signage material; explanation and advertising of the program to be placed on the Township website and in the Township newsletter and provide information on inquiry to Penn Waste by Township residents.

4. Free Service to Township Related Facilities. Under the Contract, General Stipulations and Information for Bidders Paragraph 2.11 and 3.10, trash service is to be provided for all Township facilities, fire companies and recreation sites. In this Extension and all extensions hereafter, Contractor agrees to include Susquehanna Township EMS facility within the provisions for free service of Township facilities.

5. Republication. Except as expressly modified herein, the cited Contract is reaffirmed and republished for the extended term set forth herein.

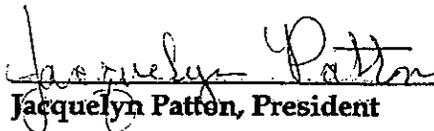
IN WITNESS WHEREOF, the parties hereto execute this extension and agreement this
12 th day of November, 2009.

ATTEST:



Gary L. Myers, Secretary

BOARD OF COMMISSIONERS OF
SUSQUEHANNA TOWNSHIP



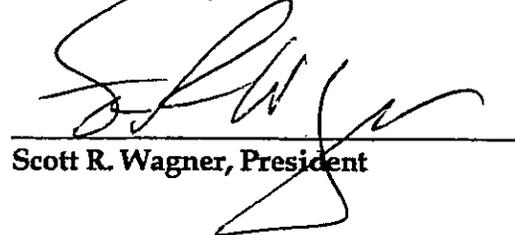
Jacquelyn Patten, President

ATTEST:



Edward T. Ward

PENN WASTE, INC.



Scott R. Wagner, President

**INVITATION TO BIDDERS
FOR
MUNICIPAL SOLID WASTE COLLECTION
AND
RECYCLABLES COLLECTION AND MARKETING SERVICES**

Sealed bids will be received by Susquehanna Township (hereinafter referred to as the ("Township")) until 9:00 a.m. prevailing time on September 2, 2005 in the Susquehanna Township Municipal Building, 1900 Linglestown Road, Harrisburg, PA 17110. Bids will be publicly opened and read at 9:30 a.m. prevailing time on September 2, 2005 by the Township in the Board Room of the Township Municipal Building.

Bids will be received for the following: Municipal Solid Waste collection and Disposal and Recyclables Collection and Marketing Services for a five (5) year period beginning January 1, 2006 and ending December 31, 2010, with options for contract extensions.

Bidding documents, including, but not limited to, a Form of Proposal, Specifications, and General Stipulations and Information for Bidders may be obtained at the Susquehanna Township Municipal Building, 1900 Linglestown Road, Harrisburg, PA 17110, from 8:30 a.m. through 5:00 p.m., Monday through Friday.

Each bid must be accompanied by a certified check, treasurer's check, or a bid bond in the amount of Ten Thousand (\$10,000.00) Dollars.

The successful bidder shall, within ten (10) days after notification of award, enter into a written contract ("Contract") with Susquehanna Township and give a Bond with Surety Company approved by Township authorized to do business in Pennsylvania, in the amount of One Million (\$1,000,000.00) Dollars with suitable, reasonable requirements guaranteeing performance of the Contract.

All bids must be submitted using the Form of Proposal attached to the Bidding Documents. In addition, all bids must be accompanied by a properly executed Non-Collusion Affidavit provided as part of the Bidding Documents.

The Township reserves the right to accept or reject any or all bids, waive technicalities, and accept any bid deemed to be in the best interest of the Township.

Gary L. Myers
Manager
Susquehanna Township

**SECTION ONE
GENERAL STIPULATIONS AND INFORMATION FOR BIDDERS**

1.1 RECEIPT OF BIDS

Sealed bids or proposals shall be addressed to Susquehanna Township (hereinafter referred to as the "Township"), and marked "Bid on Solid Waste and Recycling" in accordance with the Bidding Documents and will be received at the Susquehanna Township Municipal Building, 1900 Linglestown Road, Harrisburg, PA 17110, until 9:00 a.m. prevailing time on September 2, 2005. The deadline for bidding will be strictly adhered to by the Township, and any bids received after 9:00 a.m. prevailing time on September 2, 2005, will not be accepted by the Township.

1.2 PRINTED FORMS OF BIDS

All bids must be made upon the blank Form of Proposal attached hereto and must give the prices proposed, in figures (written in ink or typed) and must be signed by the Bidder with his/her full name and address, and where a partnership, the name and address of each partner in full; if a corporation, the place where chartered and the names, titles, and business address of the President, Secretary and Treasurer. In submitted bids, the Form of Proposal must not be removed from the Bidding Documents. The Form of Proposal must be returned intact as received, including proper signatures and seals.

1.3 CERTIFIED CHECK, TREASURER'S CHECK, OR BID BOND

Each bid must be accompanied by a certified check, treasurer's check, or bid bond payable to Susquehanna Township in the amount of Ten Thousand (\$10,000.00) Dollars to ensure good faith bidding. The above mentioned check or bond shall be forfeited to the Township in the event the Successful Bidder neglects or refuses to enter into a contract for the furnishing of municipal solid waste (hereinafter called "MSW") collection and disposal, and recyclables collection and marketing services for a period of five (5) years beginning on January 1, 2006 and ending on December 31, 2010. The check on the bid bond shall not be a penalty, but just and liquidated damages for delays or additional costs or expenses incurred by the Township owing to the Bidder's failure to accept and execute the Contract as required.

1.4 CERTIFIED CHECKS, TREASURER'S CHECKS OR BID BONDS RETURNED

The certified checks, treasurer's checks, or bid bonds of the unsuccessful Bidders will be returned after the Contract is awarded to the Successful Bidder. The bid bond of the Successful Bidder will be returned to the Successful Bidder him/her after the execution of the Contract and delivery of the required Performance Bond and Insurance Certificates evidencing coverages as requires by these Bidding Documents.

1.5 QUALIFICATIONS OF BIDDERS

Each Bidder shall furnish in duplicate (the duplicate may be a copy) with Bidder's bid in the same sealed envelope, the following sworn statements for consideration by the Township in determining the qualifications of the Bidder to perform the work:

- a. **Owned Equipment Statement:** A sworn statement listing equipment owned or controlled by the Bidder and available to it for performing the work. The statement must include make, model, year, body type, capacity, and condition.
- b. **Experience Statement:** A sworn statement listing the Bidder's experience in performing work for which its bid is being submitted. Specifically, the experience should include past or ongoing contracts with municipalities. The statement should reflect a minimum of two (2) years experience with similar work and contain the following information:
 - i. Project title and description of work.
 - ii. Dates when work started and completed.
 - iii. The name and address of the recipient of the service and the telephone of the contact person.
- c. **Financial Statement:** A full and complete sworn financial statement showing the Bidder's assets and liabilities as of the end of 2004 or latest statement. The statement should also include any unsatisfied judgments against the Bidder, including the amount of the judgment, the name and address of the creditor, the date of the judgment and the identification of public records at which the same is recorded.

1.6 PLANS AND SPECIFICATIONS

With each bid the Bidder must furnish one set of general plans and specifications setting forth the equipment, size of work crew, times of collection, routing and methods proposed by the Bidder for collecting, receiving, transporting, conveying, handling, and disposing of MSW and recyclable materials. In addition, the Bidder must furnish maps of the Township which clearly define collection districts and the day collections are proposed. In particular, day(s) of collection, the methods, apparatus, and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or disposal of the material shall also be shown, specified, and described in sufficient detail to enable the Township to judge their inadequacy and sufficiency. The Township is bidding two (2) options, one for pick up on a single weekday, in which event the day selected shall not be a Monday, and an alternative in which pick up may be spread among more than one day, which may include a Monday pickup, but shall be restricted to week days; the day for recyclable material and MSW shall be the same day for each residence and shall remain the same day each week. It is an essential requirement of the Contract that neither objectionable odors, noxious gases nor putrescent

liquid shall escape during or after the process of collection, conveyance, treatment, or disposal of the MSW. In addition, the Bidder shall submit a sworn statement stating that it will abide by all ordinances, rules and regulations of the Dauphin County Intermunicipal Solid Waste Authority (hereinafter referred to as "DCISWA") and of any municipality providing or making available landfill disposal facilities. The plans, specifications, maps and schedules submitted shall form a material part of the Contract of the Successful Bidder and may only be altered, changed, or amended with the prior written approval of the Township.

1.7 EXAMINATION OF THE TOWNSHIP

Bidders shall and are hereby directed to inspect the Township thoroughly to investigate all circumstances affecting the cost of the work and the manner of performance.

1.8 EXAMINATION OF THE BIDDING DOCUMENTS

Bidders are required to carefully examine the Bidding Documents for the proposed work and circumstances affecting the cost of the work and the manner of performance.

1.9 CONDITIONS OF WORK

The Township does not make any representations in connection with the work. Bidders must become fully aware of the conditions relating to the work. Failure to do so will not relieve the Successful Bidder of its obligations to furnish and perform the work, or to carry out the provisions set forth in the Specifications and General Stipulations and Information for Bidders.

1.10 INDEPENDENT CONTRACTOR

The Successful Bidder shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Township. The Successful Bidder shall have exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the Township and the Successful Bidder. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the Township, and no such person shall be entitled to any benefits available or granted to employees of the Township.

1.11 EXCLUSIVE RIGHT TO SUCCESSFUL BIDDER

The exclusive right and privilege of collecting, removing, and disposing of all residential and commercial MSW and collecting and marketing all residential and commercial recyclable material in the Township as aforesaid will be given to the

Successful Bidder under the Contract entered into between the Township and Successful Bidder. The Township agrees on its part to prevent, as far as lawful, any person other than the Successful Bidder from gathering, hauling, removing, or carrying any materials within the limits of the Township, which under the Specifications, the Successful Bidder is required to dispose of or market.

1.12 DISPOSAL COSTS

Bidders are required to determine all tipping fees and other charges, and costs of disposal consistent with all adopted relevant disposal plans, rules, regulations or requirements and Bidders are responsible for the same. If the Successful Bidder must pay additional fees, costs or charges for tipping or dumping or other fees or charges due to the enactment of new or the amendment of existing statutes, rules and regulations occurring after the submission of the Successful Bid, the Township will accept a Change Order setting forth the additional fees or charges which must be undertaken, limited thereto which shall not invalidate the Contract. The costs of such additional fees or charges to be determined, which could not be determined prior to the date of submission of the Bid, shall be added to the Contract Bid. Additional costs or fees undertaken by the Successful Bidder shall not be approved unless authorization is given to the Successful Bidder through a written Change Order as set forth in this paragraph. The Successful Bidder must comply with Dauphin County Disposal Plans. A copy of Dauphin County Rules and Regulations for Disposal is attached as an exhibit, but bidders are advised to independently determine requirements. Particular note should be made of Rules 6.1 through 6.3 of the Dauphin County Rules.

1.13 SALES AND USE TAX ACT

Bidders shall make their own independent analysis of Pennsylvania Sales and Use Taxes and the applicability or nonapplicability thereof to the materials, supplies, and services to be provided and performed under and as a part of the Contract work. All taxes are to be included in the prices bid and neither the Township nor their residents will make any separate payment of taxes.

1.14 BIDDER'S RESPONSIBILITY AS TO NUMBER OF DWELLING UNITS AND COMMERCIAL USES

It is stipulated that the bid under this proposal shall include a quarterly rate per dwelling unit, and a rate per cubic yard of refuse collected from commercial uses. A "dwelling" is a building used for residential purposes, including hotels, boarding and lodging houses, tourist cabins, motels, and trailers of four (4) units or less. A "dwelling unit" is one or more rooms in a dwelling, which room or rooms have fixed cooking facilities arranged for occupancy by one person, two or more persons living together, or one family. "Commercial" is the use of premises other than as a dwelling. A building with more than four (4) residential units may be billed as commercial. All bidders are advised and cautioned that the Township makes no warranty as to the number of dwellings or dwelling units or commercial uses within the corporate limits of the

Township now or at any time in the future. The above notwithstanding, it is estimated that there are approximately 7,483 dwelling units and 471 commercial units in Susquehanna Township. The bid will be evaluated based upon 8,500 dwelling units, a calculated figure used by adding to the current number of residential units a growth figure based on units approved was anticipated.

1.15 BASIS OF AWARD

The Township will award the Contract on the basis of the lowest total cost of both commercial and residential collection for a Contract over the Contract period of five (5) years by a qualified and responsible bidder. The total number of residential units anticipated for collection based upon current residential accounts and approved housing units is 8,500 so that the annual fee for collection of residential units will be multiplied by 8,500. The total annual fee for residential times the number of projected residential units plus the annual fee per cubic yard for commercial customers times the number of cubic yards projected for a five (5) year period would be added together to produce a single contract figure to be compared to determine the lowest bidder times a five year contract. The Bid for the Contract term shall delineate the per dwelling unit basis to include the cost of weekly recyclables collection and marketing, weekly MSW collection and disposal limited in the quantity to four (4) containers disposal for solid waste per week of containers of not more than thirty-two (32) gallons per week per container per residential unit with a weight limit of no more than fifty (50) pounds per container, but with the right in residents to purchase tags for additional containers or bags at a rate not to exceed Three (\$3.00) Dollars per container beyond the four (4) container limit. The commercial bid will be based on per cubic yard service (including containers). The separated recyclable container shall not be counted in the four (4) container limit. Customers may also dispose of one bulk item per week. The calculated commercial average monthly per cubic yard usage of the Township (determined by dividing an average figure of 100 pounds per yard into actual tonnage collections) is calculated at 15,280 cubic yards per month. Bids shall also include, at no additional charge, pickup during the month of January of Christmas trees at residences in the Township on two days identified and agreed upon with Township in advance and publicized to the residential customers. Bids may be submitted under Option "A", which is for all residential pick ups throughout the Township on one single day or Option "B", which is for pick up of residential units on more than one day per week and the Township may accept the lowest bidder selecting either Option "A" or Option "B". A bidder may submit a bid using both Option "A" and Option "B" or either Option and the Township will select the Option under which the bid will be awarded.

1.16 BULK PICKUP ITEMS

Bidder shall include, at no additional in the bid price, pickup from up to each residential unit of up to one (1) bulk item per week being a single item in excess of a bag or container limit which may include furniture, appliances, bedding, and other items, except items containing freon such as refrigerators, refrigeration units and air conditioners. Items containing freon only need to be picked up with prior contact from

the residential customer to the Successful Bidder. Successful Bidder may have reasonable regulations limiting the size of bulk items, which regulations must include pickup of all normal household items but may limit items to exclude industrial equipment, and items of hazardous disposal except refrigeration or air conditioning units as set forth in this paragraph.

1.17 CHANGES PRIOR TO BID OPENING

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Bidding Documents which shall be included in the work covered by the bid and become part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of the part of the Bidding Documents, they may submit to the Manager of Susquehanna Township a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract documents will be made only by an addendum in writing duly issued and a copy of such addendum will be mailed or delivered to each prospective bidder of record. The Township will not be responsible for any other explanations or interpretations of the Bidding Documents and no Bidder may rely on any interpretation of any Contract Documents except by written addendum duly issued.

1.18 WITHDRAWAL OF BIDS

A bid, after having been submitted, may be withdrawn by the Bidder prior to the time set for the opening of bids upon the presentation of a written request of such withdrawal to the Manager of Susquehanna Township. No withdrawal of bids will be allowed after said time even though bids may not yet have been opened.

1.19 INFORMALITIES

Bids or proposals which contain erasures, alterations, conditional bids, omissions, or irregularities of any kind may be accepted or rejected by the Township at its option as not complying with the Bidding Documents.

1.20 RESERVATIONS AND ANNULMENTS

The Township shall determine the Successful Bidder upon the basis of the bids submitted, and reserve the right to reject any or all bids, and may readvertise if the best interests of the Township are to be thereby promoted. The Township may waive technical defects if, in its judgment, the best interests of the Township shall so require. Furthermore, the Township retains the right to annul any contracts if, in its opinion, there shall be a failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Township any materials or workmanship inferior to those required by the Contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right of the Township to claim damages for the breach of any of the covenants of the Contract by the Successful Bidder. No bid may be considered

from any person, firm, or corporation who has defaulted in the performance of any contract or agreement previously made with the Township or can be shown to have failed to perform satisfactorily such contract or agreement.

1.21 EXECUTION OF CONTRACT

The Bidder whose bid is accepted will be required to execute a contract within ten (10) working days of the receipt of notification of the award. In case of failure or refusal on the part of the Bidder to enter into a contract within this period, the amount of the certified check, treasurer's check, or bid bond will be forfeited and paid to the Treasurer of the Township.

1.22 PERFORMANCE BOND

The Successful Bidder, within twenty (20) days of receipt of notification of the Award, shall deliver a bond with suitable, reasonable requirements, guaranteeing performance of the Contract or delivery to be made with surety in the amount of One Million (\$1,000,000.00) Dollars. The bond be posted with an approved surety company acceptable to Township and authorized to do business in the Commonwealth of Pennsylvania (the "Bond") shall further be conditioned that the Successful Bidder comply in all respects with the terms and conditions of the Contract, and his/her obligation thereunder including any damages due for breach or breaches thereof and any renewals thereof, and shall indemnify and save harmless the Township against or from all cost, expense, damage, injury or loss to which the said Township may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Successful Bidder, his/her agents, or employees in or about the execution or performance of the Contract, including the Specifications, and shall save and keep harmless the Township against and from all claims or losses to it from any cause whatsoever, including but not limited to patent infringements in the matter of completing said Contract.

1.23 INSURANCE

The Successful Bidder must have the following insurance coverages:

A. Workman's Compensation, including Occupational Disease and Employer's Liability Insurance with limits not less than those stated below:

1. Statutory - - Amounts and coverages as required by Workman's Compensation Laws of the Commonwealth of Pennsylvania.
2. Employer's Liability
 - a. \$100,000 each accident
 - b. \$500,000 each disease (policy limit)
 - c. \$100,000 each disease per employee

B. Public Liability Insurance including coverages for direct operations, sublet

work, contractual liability and completed operations with limits not less than those stated below:

1. Bodily Injury/or Property Damage
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 general aggregate
2. Products Completed Operation
 - a. \$2,000,000 aggregate
3. Personal and Advertising Injury
 - a. \$100,000

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

- 1a. Bodily Injury Liability:
\$1,000,000 each person
\$1,000,000 each occurrence; and
- b. Property Damage Liability:
\$1,000,000 each occurrence.

OR

2. Combined Single Limit:
\$1,000,000

D. Excess if Umbrella Policy in the amount of \$1,000,000.00.

E. Certificates of Insurance must be provided to the Township within twenty (20) days of receipt of notification of the award. Policies and insurers shall be subject to approval of the Township.

F. The Township shall be listed as certificate holder and additional insured on all of the aforementioned insurance policies of the Successful Bidder. In the event of policy cancellation, the Township shall be given thirty (30) days advance written notice of said cancellation.

1.24 ASSIGNMENT OF CONTRACT

The Successful Bidder shall give personal attention constantly to the faithful performance of the work, shall keep said work under his own control, and shall not assign by power of attorney or otherwise, nor subcontract the work or any part thereof without the previous consent of the Township, which Township may or may not give at its sole discretion. In such case, the Successful Bidder shall state to the Township in writing the

name and address of such subcontractor that he/she intends employing or utilizing the portion of the work the subcontractor is to do or the material which the subcontractor is to furnish, their place of business and such other information as the Township may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as set forth in the Specifications.

The Successful Bidder shall not be released from his/her liabilities or obligations under this Contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by the said subcontractor.

1.25 PAYMENT

The price stipulated in the Bid hereto attached shall cover the cost of all labor, material, equipment, disposal costs and any other costs and expenses needed to complete the Contract in all detail. The Successful Bidder shall accept the price stated in the Bid hereto as full compensation for the collection and disposal of MSW and the collection and marketing of the designated recyclable materials. Collection of charges for MSW and recyclables collection, transportation, and disposal shall be made quarterly for the current month and two (2) months in advance by the Successful Bidder, not less than fifteen (15) days before payment is due. The Township accepts no responsibility whatsoever for the collection of these charges. Collection shall be the sole responsibility of Successful Bidder. During the Contract period, the Successful Bidder will furnish the Township, at the request of Township, with all billing information, including names and addresses. The Successful Bidder may use the legal process to collect charges due to it by customers and, after reasonable notice to customers, and in compliance with all legal requirements may discontinue service except when directed by the Township to collect waste due to a health or safety issue.

1.26 CONTRACT TERM AND EXTENSION

The Contract term shall be: five (5) years and begin on January 1, 2006, at 12:00 a.m. and expire on December 31, 2010, at 12:00 a.m. Prior to the expiration of the Contract period, the Successful Bidder and the Township may mutually agree to extend the Contract for a total of not more than five (5) additional years on an individual or multi-year basis.

1.27 LABOR STRIKE

The Township shall not hold the Successful Bidder responsible for failure to collect MSW and/or recyclables due to striking personnel at a disposal facility, landfill, transfer station or recycling center over which the Successful Bidder has no control. In the case of a strike at such a facility, however, the Successful Bidder shall immediately secure an alternative site acceptable in compliance with all applicable statutes, ordinances, rules and regulations. The Successful Bidder shall be responsible for its own striking personnel and striking personnel of any subcontractor or suppliers of Successful

Bidder and shall take any and all measures necessary to fully perform the Contract during any such strike or other labor problem.

1.28 SUCCESSFUL BIDDER TO HAVE TELEPHONE IN OFFICE

The Successful Bidder shall have telephone communication in its office or plant properly listed in the official telephone directory, and shall attend said telephone from the hours of 9:00 A.M. until 5:00 P.M., Monday through Friday. The Successful Bidder shall have an adequate number of telephone lines and shall have the same adequately staffed with properly trained personnel during the stated hours.

1.29 MOTORIZED EQUIPMENT TO BE USED

Motorized equipment alone shall be used and employed in the performance of the Contract. Such motorized equipment shall be sufficient to service all collection points within the Township as set forth in the Bidding Documents. The Successful Bidder shall be in constant radio contact with each piece of equipment used in the Township from a base in its main office.

1.30 RESPONSIBILITY OF SUCCESSFUL BIDDER

The Successful Bidder shall be and is hereby responsible for any and all damages to property or person or persons or accidents which may occur to any person or persons in consequence of his/her acts, or the acts of any agent or person in his/her employ. The Successful Bidder agrees that liability and Workmen's Compensation Insurance shall be furnished protecting the Township against loss or injury occasioned by the acts of his/her employees in accordance with the requirements of paragraph 1.23 entitled, "Insurance". The Successful Bidder shall and does hereby save the Township harmless from any and all suits for damages, including the costs of defense of such suits or claims which are or can be brought against the Township, its officials and employees, in connection with the Successful Bidder's collection and disposal or non-collection of MSW and collection or non-collection and marketing recyclable materials within the Township.

1.31 MODIFICATION OF CONTRACT

The Contract may be modified and changed from time to time, as may previously be agreed upon in writing, between the parties hereto, in a manner not materially affecting the substance hereof.

1.32 CONDITIONS UNDER WHICH CONTRACT MAY BE CANCELLED OR TERMINATED BY THE TOWNSHIP

If the work under the Contract shall be abandoned by the Successful Bidder; if the Contract shall be assigned or the work subcontracted by the Successful Bidder other than as herein specified; if at any time the Township shall be of the opinion and so certify in writing (which certificate shall be final, binding, and conclusive on the Successful

Bidder) that the performance of the Contract is being unnecessarily or unreasonably delayed; that the Successful Bidder is violating any of the conditions or covenants of his Contract or the Bidding Documents; is executing the same in bad faith or not in accordance with the terms thereof, Township may cancel and terminate the Contract by a written notice, to be served upon the Successful Bidder either personally or by leaving said notice at his/her residence or office. Township shall thereupon have the power and is hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill the Contract, and, in such case, the Township shall have the power and is hereby authorized to charge to the Successful Bidder the amount of loss suffered by the Township and collect the same out of the bond filed by the Successful Bidder. Alternately, for any of the breaches set forth in this paragraph, Township may exercise its rights under paragraph 1.32, hereinafter.

If the Successful Bidder must undertake additional work due to the enactment of new or the amendment of existing statutes, rules or regulations, occurring after the submission of the Successful Bid, Township shall issue a Change Order setting forth the additional work that must be undertaken, which shall not invalidate the Contract. The cost of the Change Order to Township shall be the cost to Successful Bidder for wages, labor, costs other than wages, wage taxes, materials, equipment rentals, insurance and subcontracts attributable to the additional work plus three (3%) percent for overhead and profit. Additional costs to undertake work not specified in the Invitation For Bids shall not be approved unless authorization is given to the Successful Bidder prior to its undertaking the additional activity.

1.33 LIQUIDATED DAMAGES FOR BREACH

Because the actual damages the Township would sustain if Successful Bidder breaches its obligations under Contract are uncertain and would be impossible or very difficult to ascertain accurately in advance, the parties agree in good faith that for any week during which substantially all residential collection required under this Contract is not made, the Successful Bidder will rebate on the next quarterly payment to all residential customers one-twelfth (1/12th) of the quarterly bill for residential customers as reasonable and just compensation for the harm caused by such breach. Therefore, Successful Bidder promises to rebate to all residential customers one-twelfth (1/12th) of the quarterly bill for that residential customer as liquidated damages for any week in which Successful Bidder fails to collect substantially all the residential collections required under this Contract as liquidated damages and not as a penalty.

Additionally, in the event of failure either to abide by or perform the contract in compliance with the plans, specifications, maps and schedule, set forth in paragraph 1.6 above or the communication requirement in paragraph in 1.28 above, the parties agree in good faith that that sum of One Thousand (\$1,000.00) Dollars per day for each day of breach would be a reasonable and just compensation for the harm caused by such breach. Therefore, contractor promises to pay and Township agrees to accept the sum of One thousand (\$1,000) Dollars as liquidated damages for any other violation of paragraph 1.6

plans, specifications, maps or schedules or the communication required in paragraph 1.28 above as liquidated damages and not as a penalty.

In the event of any default or breach by Successful Bidder in the performance of any obligation under the terms of Contract, Successful Bidder shall pay any and all cost incurred by Township in the enforcement of any provision of this Contract, including but not limited to reasonable attorney's fees, court costs, expert fees, service fees, court reporter, fees, etc. in addition to any other relief to which Township may be entitled.

All rights and remedies granted to Township in this Contract, in the event of breach or default by Successful Bidder, are cumulative, and the exercise of any right or remedy shall be without prejudice to the enforcement of any other right or remedy authorized by this Contract or law. The waiver or forbearance to act on any one or more breaches or defaults under this Contract shall not be deemed a waiver or requirement for forbearance of any other breaches or defaults of this Contract.

1.34 RECORDS

The Successful Bidder shall provide to the Township, on a quarterly basis, written documentation setting forth the total number of tons of each material recycled and the total number of tons of MSW collected and disposed from the Township. On behalf of the Township, the Successful Bidder shall also provide the total number of households and commercial units serviced in the Township. The Successful Bidder shall also provide the Township, upon request by Township, with any other reasonably requested information with regard to the Contract or its performance, including, but not limited to route collection, lists of customers, maps, records of amounts collected, lists of commercial customers, including containers for each and volume accountings.

1.35 PUBLIC NOTICE

It shall be the responsibility of the Successful Bidder to notify the Township of any change in collection routes, pick-up times, or other similar changes by contacting the Township Manager. Individual customers must be notified of any such changes or other modifications by way of public advertisement in the local daily newspaper and/or individual notices not less than five (5) calendar days preceding any change and charges may only be made by Successful Bidder with the prior written consent of Township.

1.36 OBSERVANCE OF LAWS AND ORDINANCES

The Successful Bidder must, in the performance of work and services under the Contract, qualify under and comply with any and all federal, state and local laws, statute, ordinances, rules and regulations now in effect, or hereafter enacted or adopted during the term of the Contract, which are applicable to the Contract, Successful Bidder, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

1.37 NONDISCRIMINATION CLAUSE

The Successful Bidder, in hiring of employees for the performance of work under this Contract, or in the purchasing of supplies or granting of subcontractor or any subcontract, and any subcontractor or person acting on behalf of the Successful Bidder, shall not by reason of gender, race, creed, national origin, religious beliefs or practices, ancestry, age or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates. No Successful Bidder or subcontractor or any person on their behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of gender, race, creed, national origin, religious beliefs or practices, ancestry, age or color or in the purchasing of supplies or granting of subcontractor or any subcontract. The Contract may be cancelled or terminated by the Township and all money due or to become due under the Contract shall be forfeited for a violation of the terms or conditions of this paragraph.

1.38 HEADINGS

Headings or title preceding the text of paragraphs or subparagraphs are inserted solely for ease of reference and shall not constitute a part of the Bidding Documents, nor shall they affect their meaning, construction, interpretation or effect.

1.39 INFORMATION ON REQUEST

The Successful Bidder, on requests of Township, shall supply information about collection means, method, customers, amount of materials collected, charges, revenues and other reasonably requested information including but not limited to a customer list, alphabetical or by street address list of revenues in gross by district or customer or both amounts of MSW and Recyclable Material split between the two; information as open top and roll off for compact pricing for commercial customers; current list of the service (information as to the size, type, and placement of commercial account containers and the frequency of pick up, as well as material collected per container) The same shall be supplied with ten (10) days of written request by Township.

SECTION TWO SPECIFICATIONS MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL

2.1 SCOPE OF WORK

The scope of work under the Contract consists of the collection by use of closed unit vehicle and disposal in the manner herein described of all MSW from all residential establishments and commercial uses within the limits of the Township. The term "solid waste" shall include, but is not limited to garbage, rubbish, ashes, dead animals, street cleanings or non-putrescible materials, however not construction and demolition waste.

Grass clippings, plant growth and other green waste must be collected and disposed of as required by county, state and federal regulations, rules and law.

2.2 PROVISION FOR PLACE OF DISPOSAL

The Successful Bidder shall dispose of all MSW collected within the Township at one or more of the disposal sites designated by DCISWA. Due to potential liability for improper disposal and other important concerns, disposal at the DCISW designated location is an essential term of these Specifications. Failure to so dispose of all MSW collected shall be a material breach of the Contract unless the Successful Bidder has previously obtained a written waiver for good cause shown from the Township and from DCISWA. In the event of such breach, the Township may, at its option, (a) terminate the contract under the Section 1.31 and/or (b) because it would be impossible or very difficult to ascertain accurately in advance, actual damages, and because the parties agrees in good faith that the sum of Ten (\$10.00) Dollars per ton would be a reasonable or just compensation for harm caused by such a breach, impose damages, not as a penalty, but as liquidated damages the parties agree in advance that the Successful Bidder shall pay to Township \$10.00 for each ton of MSW collected, but not delivered to the designated location. The liquidated damages may be collected under the Performance bond for which Section 1.21 provides.

2.3 METHODS OF COLLECTION

All MSW shall be removed without spilling, loaded onto the truck and delivered to the disposal area. Trucks for removal of MSW shall be metal, securely covered, water tight, strongly built, kept thoroughly cleansed, and well painted. Open trucks or trucks covered with tarps will not be acceptable for this work. In addition, the names of the Successful Bidder and his/her telephone number shall appear on both sides of each truck in letters of legible size as well as placards indicating that the truck is hauling MSW. This paragraph does not apply to trucks transporting yard and garden waste, which the Successful Bidder shall dispose of under all existing applicable local, county, state and federal rules, regulations and laws.

2.4 TYPES OF COLLECTION SERVICE

The Successful Bidder shall determine the day(s) on which collection shall be made, provided, however, that all collection of MSW and recyclable materials shall be made at least once per week from all participating dwelling units which day at the option (Option "A") of the Township be the same for all residential units throughout the Township and shall be a weekday other than Monday or (Option "B") on more than one day per week (depending on the Option selected by Township) and for commercial uses once per week to daily, including Sunday, as conditions may warrant and collections shall be in compliance with the schedule submitted as part of the Bid. All customers in a given area of the Township shall be serviced the same day each week under either Option. No change in collection schedules shall be made without the prior consent of Township or without proper notice to customers as set forth in the Bid Documents. The

Successful Bidder shall provide MSW collection, free of charge, to the Township and all Township facilities, fire companies, and recreation sites determined by the Township and as shown on Schedule "A", attached hereto.

2.5 HOURS WHEN COLLECTIONS SHALL BE MADE

All collections shall be made between the hours of 6:00 a.m. and 4:30 p.m., provided, however, that this shall not prevent the collection of materials on an emergency basis. The extension of the emergency hours shall at all times be subject to the approval of the Township.

2.6 CONTAINERS TO BE PROVIDED BY RESIDENTS OF TENANTS

All persons participating in the MSW and disposal service within the Township will be required by the Township to provide containers or bags of not more than thirty-two (32) gallons. Waterproof plastic bags may be used in lieu of cans. Commercial containers are to be provided at no additional charge and will be cleaned by the Contractor as frequently as necessary to prevent the accumulation of organic materials which contribute to the breeding of flies, provide food for rodents, and constitute a health hazard. All MSW to be collected must be placed at the designated location in time for collection from the alley, public street, or private street abounding and abutting from the property. MSW receptacles shall be placed for collection at ground level on the property, not within the cartway of a street or alley, and accessible to the side or curb of the street or alley from which collection is made. Vine, hedge clippings, and tree trimmings must be tied securely in bundles all collected by the Successful Bidder, as part of the bid price.

2.7 HANDLING OF CONTAINERS

All MSW collectors of the Successful Bidder shall exercise reasonable care in handling MSW receptacles and shall not willfully break, deface, or injure the same. All containers broken or destroyed by improper or careless handling by the Successful Bidder shall be replaced by the Successful Bidder at his/her own expense.

2.8 MSW TO BE PROPERTY OF SUCCESSFUL BIDDER

The Successful Bidder for the collection and disposal of any MSW mentioned in the Bidding Documents will become the owner of such material from the time of its collection.

2.9 CARRY-OUT SERVICE

The Successful Bidder shall provide, for the same price as the regular collection service, a carry-out service to residents who possess disabilities which preclude them from taking MSW and recyclables to the designated location as described in paragraph 2.6. This service shall only be available to persons regarded as disabled under the Americans with Disabilities Act of 1990, whose dwelling unit does not have residing

therein another individual capable of transporting MSW and recyclables to the designated location. It shall be the responsibility of the resident to contact the Successful Bidder to schedule carry-out service.

2.10 TREE TRIMMINGS, BRUSH, AND YARD AND GARDEN WASTE

Tree trimmings, hedge trimmings, brush, green waste and similar items shall be collected by the Successful Bidder and disposed of according to local, county and state rules, regulations and laws. Yard and garden waste, including grass clippings, shall also be collected by the Successful Bidder. During the month of January, on at least 2 days acceptable to Township scheduled and publicized in advanced, the Successful Bidder shall collect Christmas trees at each residences in the Township.

2.11 TRASH SERVICE FOR FACILITIES OF THE TOWNSHIP

The Successful Bidder shall provide MSW collection and disposal service, including the provision of an adequate dumpster or dumpsters, free of charge, to the Township at all Township facilities, fire companies, and recreation sites as determined by the Township and shown on Schedule "A" attached.

2.12 MISSED SERVICE CALLS

The Township will refer all complaints concerning missed service to the Successful Bidder. In case of missed service reported by the Township or a customer, the Successful Bidder shall collect MSW or recyclables for the customer within twenty-four (24) hours of notification.

2.13 HOLIDAYS

If a holiday which is observed by the Successful Bidder occurs on a regular business day, which is the day for residential collection throughout the Township, the customers provided MSW and recyclables collection on that particular day shall be provided said service on the next calendar day. For example, if a holiday observed by the Successful Bidder occurs on Wednesday; Wednesday's collections will be on Thursday. Successful Bidder shall provide a list of designated holidays one (1) year in advance, which list shall be limited to normally and customarily recognized holidays of which no more than two (2) holidays per year shall fall on the day for Township wide collection if under Option "A" and which shall include no more than six (6) holidays if under Option "B". If Option "B" is selected a holiday occurring during a week may result in a one (1) day delay for a collection during that week after the day of the holiday.

2.14 TEMPORARY CANCELLATION OF SERVICE/MINIMAL GENERATORS

Dwelling units that do not generate municipal solid waste due to extended absence of the residents, may temporarily cancel collection service for a minimum of four (4) weeks, but no longer than twenty-six (26) weeks during which time charges for

collection shall be excused. Residents are required to contact the Successful Bidder and Township Manager, in writing, a minimum of fourteen (14) days prior to the temporary cancellation of collection and disposal service. Billings will be prorated by Successful Bidder based on length of temporary cancellation of service.

**SECTION THREE
SPECIFICATIONS
RECYCLABLE COLLECTION AND MARKETING**

3.1 SCOPE OF WORK

The scope of work consists of the collection and marketing of the following recyclable materials: Clear glass, colored glass, aluminum, steel and bimetallic cans, newsprint, and plastic (numbers 1 and 7). The items described herein shall be removed from all dwelling units. Commercial Units are required to recycle, at a minimum; corrugated cardboard, office paper and aluminum cans. The Successful Bidder will adopt commercial recycling service to meet the needs of Commercial Units. Commercial recycling service is not included in the commercial service per yard bid.

With each bid, the Bidder must furnish a letter from a recycling center certifying the center's capability to accept and market all of the aforementioned recyclables over the full term of the Contract.

3.2 DEFINITIONS

a. **ALUMINUM CANS** – all food and beverage containers consisting of aluminum, excluding aluminum foil, trays, plates, and miscellaneous aluminum products.

b. **BIMETALLIC CANS** – all food and beverage containers consisting of steel (ferrous) cylinder bottom and an aluminum top.

c. **GLASS** – all empty bottles, jars, or other containers made of clear, green, or brown glass. This includes all food and beverage containers made of glass. Excluded are blue glass, ceramics, light bulbs, pottery, and flat glass commonly known as window or plate glass.

d. **NEWSPRINT** – paper commonly having printed thereon news and other matters of public interest, but not including glossy advertising insets, magazines or periodicals. **PLASTICS** – all food, beverage, and detergent containers comprised of the following resins: # 1 Polyethylene Terephthalate (PETE); # 2 High Density Polyethylene (HDPE); # 3 (PVC)-any bottle that when crushed, leaves a "white crease" like olive oil; # 5 (PP)-Syrup, some type of shampoo bottles. The bottles have a hazy look to them; # 6 (PS)-Foam Cups, Foam containers that left-over food is stored in from restaurants; and # 7 (other)-says this on the bottom of the container.

f. CARDBOARD – paper pasteboard contracted into parallel grooves and ridges, commonly referred to as cardboard, which is used for wrapping, packing, shipping and/or storage.

h. OFFICE PAPER – various grades of paper such as: white or colored bond envelopes (without windows), computer printout and lightweight manila folders.

3.3 METHODS OF COLLECTION

All recyclables shall be removed, loaded in the vehicle, and delivered to a recycling center. Vehicles used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built, and equipped so that recyclable materials will not escape therefrom. In addition, the name of the Successful Bidder and his/her telephone number shall appear on each side of the vehicle in letters of legible size.

3.4 TIME WHEN COLLECTION SHALL BE MADE

Collection of recyclable materials shall be performed once per week from all dwelling units and shall take place on the same day as collection of MSW in a given area of the Township. Collection from commercial units shall be made on the same day as collection of MSW.

3.5 HOURS WHEN COLLECTION SHALL BE MADE

All collection of recyclables shall be made within the hours of 6:00 a.m. to 4:30 p.m. The collection of recyclables shall take place at approximately the same time as collection of MSW and on the same day as Township wide collection of MSW.

3.6 RECYCLING CONTAINERS TO BE PROVIDED BY RESIDENTS OR TENANTS

All parties or persons participating in the recyclables collection service within the Township will be required by the Township to provide recycling containers with outside handles for the collection of glass, aluminum cans, steel, and bimetallic cans and plastic, with a capacity not less than ten (10) nor more than thirty-three (33) gallons. The first container shall be obtained from the Successful Bidder at no charge and will be similar to the red containers presently in use in the Township. All newspapers must be tied securely in bundles or contained in paper bags to prevent being blown about or torn apart. All recyclables to be collected must be placed at the designated location in time for collection by the Successful Bidder from the alley, public street, or private street abounding and abutting the property. Recyclable materials' receptacles shall be placed for collection at ground level on the property, not within the cartway of a street or alley, but accessible to the side or curb of the street or alley from which collection is made. A carry-out service shall be supplied for recyclables in accordance with paragraph 2.9.

3.7 HANDLING OF CONTAINERS

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

3.8 RECYCLABLE MATERIALS TO BE PROPERTY OF CONTRACTOR

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

3.9 EDUCATION

The Township shall establish public information and education programs concerning recycling program features and requirements in accordance with the Law of the Commonwealth of Pennsylvania. To assist the Township in implementing the education programs, the Successful Bidder shall one time, not less than two (2) weeks prior to the start of the Contract term, prepare and distribute to each and every dwelling unit and each commercial unit under the Contract a brief explanation satisfactory to Township and approved by Township in advance of the recycling program setting forth the materials to be recycled and how those materials are to be prepared for collection. The Successful Bidder shall prepare and distribute to every dwelling unit under the Contract an explanation of any amendments to the recycling programs during the term of the Contract which explanation shall be satisfactory to Township. Prior to distribution, all education materials must be approved by the Township. The Successful Bidder will, upon request of Township, from time to time participate in other education forums as part of the Contract at no additional cost. The Successful Bidder shall, on at least one occasion, at least two (2) weeks before the commencement of the contract, provide written notice to all residents and all commercial accounts, in a form acceptable to the Township and approved by Township in advance, explaining and communicating the schedules of pick up for the contract period. The Successful Bidder shall make available to Township the ability to insert, at no additional cost, with quarterly bills, written educational materials to Township residents and commercial containers.

3.10 RECYCLABLES COLLECTION AND MARKETING SERVICES FOR FACILITIES OF THE TOWNSHIP

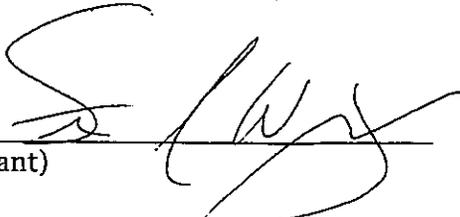
The Successful Bidder shall provide recyclables collection and marketing, including any dumpsters or containers, free of charge, to the Township at all Township facilities, fire companies, and recreation sites as determined by the Township.

3.11 COMMERCIAL SERVICE RECYCLING FEE SCHEDULE

A fee schedule for commercial service recycling shall be provided by each bidder identifying costs and type of commercial recycling service, i.e. corrugated cardboard, office paper and aluminum cans. The schedule will not be included on the bid evaluation:

BIDDER'S AFFIDAVIT

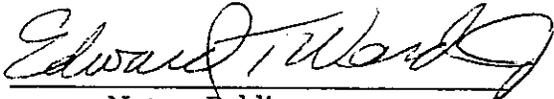
I, Scott R. Wagner, being duly sworn, state that I am the President of Penn Waste Inc.; and that I am duly authorized to sign the Bid and that the Bid is the true offer of the Bidder, that the seal attached thereto is the seal of the Bidder, and that each, every, and all the declarations and statements contained in the Bid and any and all the declarations and statements contained in the Bid and any and all affidavits, and documents submitted as required by the Bidding Documents are true to the best of my knowledge and belief.



(Affiant)

SCOTT R. WAGNER
PRESIDENT
PENN WASTE INC.

Subscribed and Sworn before me
This 2nd day of September, 2005



Notary Public

NOTARIAL SEAL
EDWARD T. WARD JR., NOTARY PUBLIC
EAST MANCHESTER TWP, YORK COUNTY
MY COMMISSION EXPIRES MARCH 17, 2007

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to Pennsylvania Antibid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amounts quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons, employees, or associates with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly used associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of Pennsylvania _____:

County of York _____:

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

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.

(2) Neither the price(s) nor the amount of the bid, and neither the approximate price (so not approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) Penn Waste Inc. _____, its affiliates, subsidiaries,
(Name of my firm)

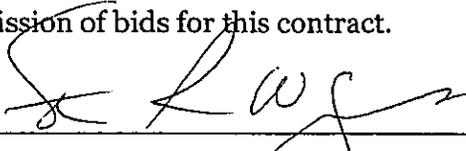
officers, directors, and employees are not currently under the investigation by any governmental agency and have not in the last four years been convicted or

found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy, or collusion with respect to bidding on any public contract, except as follows:

I state that Penn Waste Inc. understands and
(Name of my firm)
acknowledges that the above representations are material and important, and will be relied on by Susquehanna Township
(Name of public entity)

in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Susquehanna Township.
(Name of public entity)

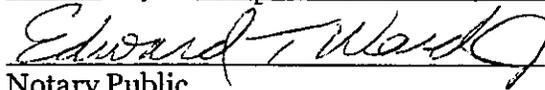
of the true facts relating to the submission of bids for this contract.



Name and Company Position

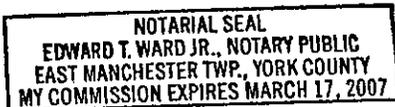
Scott R. Wagner- President

Sworn and subscribed before me this
2nd day of September, 2005



Notary Public
My Commission Expires:

SCOTT R. WAGNER
PRESIDENT
PENN WASTE INC.



FORM OF PROPOSAL
METHOD OF EVALUATING BID PROPOSALS

The contract will be awarded to the lowest cost responsible bidder who meets all criteria in this Invitation to Bidders Bid Documents and this Form of Proposal. The Township shall select either Option "A" (all residential pick up on a single day) or Option "B" (residential pick up on more than one day).

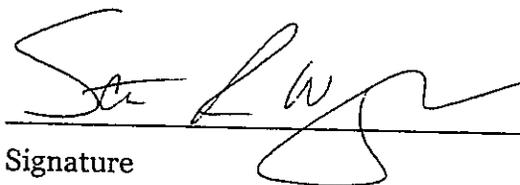
Note: This Form of Proposal must be completely executed and shall not be removed from the Bidding Documents to which it is attached.

Board of Commissioners

Susquehanna Township

Dauphin County, Pennsylvania

The undersigned having read and carefully examined the Invitation to Bidders Document, hereby propose to furnish all labor and equipment to collect and dispose of all MSW at a disposal site designated by DCISWA and collect and market all recyclable materials generated by residential and commercial units within the corporate limits of Susquehanna Township for the prices set forth each item in numerical figures, for the period of five (5) years, beginning on January 1, 2006 and ending December 31, 2010, pursuant to and in strict compliance with this Invitation to Bidders Documents, hereto annexed and, by this reference, made a part of this Form of Proposal. Commercial recycling services is not included in the Commercial Service per yard bid.



Signature

SCOTT R. WAGNER
PRESIDENT
PENN WASTE INC.

FORM OF PROPOSAL

A. TOTAL COST OF CONTRACT FOR RESIDENTIAL SERVICE
OPTION "A" PICK UP ALL RESIDENTIAL UNITS ON SAME DAY

The sum of:

\$_____ per quarter x 4 quarters x 8,500 residential units year 1 = total cost of \$_____

\$_____ per quarter x 4 quarters x 8,500 residential units year 2 = total cost of \$_____

\$_____ per quarter x 4 quarters x 8,500 residential units year 3 = total cost of \$_____

\$_____ per quarter x 4 quarters x 8,500 residential units year 4 = total cost of \$_____

\$_____ per quarter x 4 quarters x 8,500 residential units year 5 = total cost of \$_____

Total cumulative Cost Option A Residential 5 year Contract cost of \$ No Bid

B. TOTAL COST OF CONTRACT FOR RESIDENTIAL SERVICE
OPTION "B" PICK UP ALL RESIDENTIAL UNITS ON MORE THAN ONE DAY

The sum of:

\$ 53.61 per quarter x 4 quarters x 8,500 residential units year 1 = total cost of \$ 1,822,740.00

\$ 53.61 per quarter x 4 quarters x 8,500 residential units year 2 = total cost of \$ 1,822,740.00

\$ 53.61 per quarter x 4 quarters x 8,500 residential units year 3 = total cost of \$ 1,822,740.00

\$ 53.61 per quarter x 4 quarters x 8,500 residential units year 4 = total cost of \$ 1,822,740.00

\$ 53.61 per quarter x 4 quarters x 8,500 residential units year 5 = total cost of \$ 1,822,740.00

Total cumulative Cost Option B Residential 5 year Contract cost of \$ 9,113,700.00

C. TOTAL COST OF CONTRACT FOR COMMERCIAL SERVICE:

The sum of:

\$ 6.31 per cubic yard including container use x 15,280 cubic yards x 12 months x ~~480 commercial users~~ = year 1 total cost of \$ 1,157,001.60

\$ 6.31 per cubic yard including container use x 15,280 cubic yards x 12 months x ~~480 commercial users~~ = year 2 total cost of \$ 1,157,001.60

\$ 6.31 per cubic yard including container use x 15,280 cubic yards x 12 months x ~~480 commercial users~~ = year 3 total cost of \$ 1,157,001.60

\$ 6.31 per cubic yard including container use x 15,280 cubic yards x 12 months x ~~480 commercial users~~ = year 4 total cost of \$ 1,157,001.60

\$ 6.31 per cubic yard including container use x 15,280 cubic yards x 12 months x ~~480 commercial users~~ = year 5 total cost of \$ 1,157,001.60

Total cumulative cost Commercial 5 year Contract cost of \$ 5,785,008.00

Total cost of commercial of \$ _____ plus total cost of residential service under Option A of
\$ _____ = total Five Year Option A Contract cost of \$ No Bid

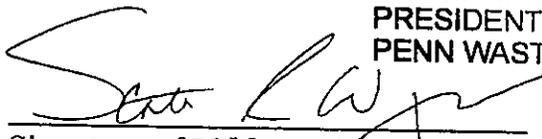
Total cost of commercial of \$ 5,785,008.00 plus total cost of residential service under Option B of
9 \$ 113,700.00 = total Five Year Option B Contract cost of \$ 14,898,708.00

8,500 Dwelling Units and 15,280 yards of commercial MSW per month are estimated figures utilized for evaluation of bids. Actual number of dwelling units and commercial cubic yards to be collected and disposed of, pursuant to this contract may vary. These estimated figures are used simply to evaluate bids.

Penn Waste Inc.
Name of Bidder

PO Box 3066, York, PA 17402
Address

SCOTT R. WAGNER
PRESIDENT
PENN WASTE INC.


Signature of Bidder, Officer or
Authorized Agent of Bidder



CERTIFICATE OF LIABILITY INSURANCE

OP ID EM
PENNW-3

DATE (MM/DD/YYYY)

04/28/09

PRODUCER

K. McConkey & Co., Inc.
555 Kingston Rd., Suite 100
York PA 17402
Phone: 717-755-9266 Fax: 717-755-9237

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Everest Indemnity Insurance Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSURED

Penn Waste Inc
PO Box 3066
York PA 17402

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	71G4000064091	04/01/09	04/01/10	EACH OCCURRENCE \$ 2000000 AGGREGATE \$ 2000000 \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below Y/N				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured with respect to Excess liability.

CERTIFICATE HOLDER

SUSQUEH

Susquehanna Township
1900 Linglestown Road
Harrisburg PA 17110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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APPENDIX B

**REVIEW OF DOVER TOWNSHIP ORDINANCES
AND RESOLUTION**

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Review of Dover Township Ordinances and Resolution

1. Chapter 20. Chapter 20 is constructed to be consistent with Pennsylvania's Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, Act 101, and Pennsylvania's Municipal Waste Regulations with one exception. There is no provision to ensure recycling at municipal establishments as required by Act 101 Section 1501 (c) (1) (iii).

Because a regulatory definition for "Municipal Establishment" is not included in Act 101 or the Municipal Waste Regulations, the following definition for "Municipal Establishment" is suggested:

Municipal Establishment - of, or pertaining to, any office or other property under the control of any branch or arm of the Federal Government of the United States of America, the Commonwealth of Pennsylvania or any political subdivision of the Commonwealth of Pennsylvania including, but not limited to, York County, Dover Township, and any municipal authority.

References to Dover Township's licensing of haulers in Chapter 20 are in conflict with Pennsylvania's Act 90 of 1992, Chapter 62, Waste Transportation Safety Act. Act 90 gives sole authority to the Commonwealth to license waste transporters operating in Pennsylvania. It is recommended that Chapter 20 be amended within the following Sections:

- 20-117. Licensing of Collectors. This Section should ensure that haulers are properly licensed by the Commonwealth of Pennsylvania under the provisions of Act 90 of 1992. The reference to Section 20-214, "Regulation of Recyclable Materials," should instead reference Section 20-215.
- 20-202. Definitions. *Collector*. As above, requirements for Dover Township licensing should be replaced by Commonwealth of PA licensing of collectors.
- 20-215. Licensing of Collectors. Number 1 in this Section should reference licensing by the Commonwealth of PA rather than Dover Township licensing. Number 2, application provisions, is not needed. Number 2, annual license fee payable to Dover Township, is not needed. Number 4, dealing with violations, should be reviewed by the Township Solicitor to determine whether it is needed.

2. Resolution 2008-19. The list of 10 items designated as curbside recyclable materials should be updated to include all materials advertised as recyclable in education materials provided by the Township's recycling hauler, Penn Waste, Inc., specifically:

- Aerosols (hair spray, cooling spray, cleaning supplies)
- Cans (shaving cream, soup, paint)
- Clamshell Containers (the ones fruit and veggies come in)
- Large Detergent Containers (liquid and pods)
- Unlimited cardboard (any size, any quantity)
- Paper of All Types (junk mail, copy paper, magazines, catalogs, paper bags)
- Heavy Plastics (with #1 through #7 on them)

It is recommended that the Township work with Penn Waste to develop and verify a revised list of acceptable recyclables, or the Township should defer to the list of acceptable and non-acceptable materials posted on the Penn Waste web site as Residential Recycling Guidelines at this link: <http://www.pennwaste.com/wp-content/uploads/Residential-Recycle-Guidelines-Web-4-14.pdf>

3. Fire Prevention and Fire Protection Ordinance, Part 2, Outdoor Burning. It is recommended that Section 7-202, Number 7 be amended to include all recyclables designated by Township Resolution.

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APPENDIX C

**ACT 101 SECTION 1501 RECYCLING AND
WASTE REDUCTION REQUIREMENTS**

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CHAPTER 15
RECYCLING AND WASTE REDUCTION

Section 1501. Municipal implementation of recycling programs.

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

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

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

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

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

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

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

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

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

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

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

(5) Provisions for the recycling of collected materials.

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

(e) Implementation.-

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX D

**BLAIR COUNTY IRC RECYCLING REWARDS
PROGRAM**

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Reduce, Reuse, Recycle...and Win!

For Residents of the City of Altoona, Logan Township, Hollidaysburg and Tyrone Boroughs Only!

Recycle

Set Out the Perfect Recycling Bin and Win



Do you set out the perfect recycling bin? Now you have a chance to win \$50 for your efforts. In an effort to improve participation in our curbside recycling program, the Intermunicipal Relations Committee (IRC) recycling office is giving away a \$50 gift certificate from a local food retailer every other week.

A "Perfect Recycler" will be selected from a different neighborhood in the IRC every other week during regularly scheduled recycling weeks. The contest begins the week before Earth Day in April and will end on America Recycles Day on November 15, 2011.

Winners will be chosen from each of the IRC member municipalities - the City of Altoona, Logan Township, Hollidaysburg Borough and Tyrone Borough.

Winners will be presented their prize and receive congratulations from their elected officials.

What makes me a "Perfect Recycler"? The "Perfect" recycling bin will contain only acceptable recyclables material that has been cleaned and properly prepared (as described below). No recyclable material may be in the trash and trash should be protected from animals and insects when set out for collection.

Our Recycling Patrol will be visiting neighborhoods every other week beginning in April looking for the "Perfect Bin", so be sure to set yours out. Just like the lottery, you've got to play (or recycle) to win. For more details on the contest, specific rules and other recycling program details, be sure to visit www.ircenvironment.org.

The Perfect Bins

Paper is kept dry.

Paper is

- Bundled with string...
- ...or in a paper bag (even in the covered bin).

Paper recycling includes:

- Work/School Papers
- Envelopes/Junk Mail
- Magazines/Catalogs
- Newspapers & Inserts
- Phone Books & Paperbacks
- But no dark or neon colors

All printed paper (not just newspaper) is recycled.

Glass bottles & jars, but no light bulbs, pyrex, window glass

Bottles & cans are empty & clean.

Plastic bottles are stomped to increase bin capacity.

Plastic bottles only. No plastic trays or tubs (Butter, yogurt tubs)

No plastic bags! Bottles & cans are loose in the bin.

All recyclables (including aluminum pans) are in the bin.

Recyclables are in a recycling bin.

What Gets Recycled?

Mixed Paper, Magazines & Catalogs

Place in a covered bin or place in paper bags. Please don't use plastic bags.



Newspapers, Inserts & Phone Books

Tie with string or place in a paper bag. Keep dry. Please don't use plastic bags. Other similar paper can be recycled, too.



Plastic Bottles

All plastic bottles & jars. Please rinse & remove lids. Stomp to save bin space.



Aerosol, Steel & Aluminum Cans

Non-aerosol cans may be smashed to save space. No need to remove labels. Please wash out food & drink.



Glass Bottles & Jars

Green, brown, clear bottles & jars. Please rinse & remove lids.



Helpful Hints

- No tissues, napkins, paper towels
- No hardback books
- No plastic bags or Tyvec envelopes
- Recycle plastic bags at the market
- No plastic bags
- Recycle plastic bags at the market
- No soaking wet paper
- Take cardboard to recycling center
- No tubs or trays
- No yogurt or margarine tubs
- No buckets
- No bulky scrap metal
- No food residue in cans
- No liquid paint left in paint cans
- Household Hazardous Waste can be disposed at HHW Collection Days. Visit www.blaircounty.org for details.
- No light bulbs
- No window glass
- No ceramic containers
- No drinking glasses

Learn More!

The Intermunicipal Relations Committee Council of Governments has a new web site (www.ircenvironment.org) to provide even more information on recycling, composting, reuse and waste reduction. While the site has a recycling and composting focus, it also includes information and links for a number of environmental programs and educational resources in the IRC communities. It's difficult to include everything in our semi-annual newsletter, we try to answer your most frequently asked questions.

- What makes a bottle a bottle?
- Can you recycle lids from bottles and cans?
- What paper can I recycle?

If you can't find the answers on our website, contact the recycling office (942-7472 or kpope@ircenvironment.org).



APPENDIX E

**SAMPLE ORDINANCE AUTHORIZING
EXCLUSIVE SINGLE HAULER COLLECTION**

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CHAPTER 20

GARBAGE AND REFUSE

PART 1

COLLECTION PROCEDURES

- §20-101. Short Title
- §20-102. Definitions
- §20-103. Authorization of Collectors
- §20-104. Pre-collection Practices
- §20-105. Collection Practices
- §20-106. Fees
- §20-107. (Reserved)
- §20-108. Penalties

PART 2

WASTE REDUCTION AND RECYCLING

- §20-201. Short Title
- §20-202. Authority
- §20-203. Purposes and Goals
- §20-204. Definitions
- §20-205. Powers, Duties and Responsibilities of Susquehanna Township
- §20-206. Recycling Program
- §20-207. Residential Establishments and Small Business Establishments
- §20-208. Commercial, Institutional, Industrial, and Municipal Establishments
- §20-209. Leaf Waste
- §20-210. Collection Contract
- §20-211. Collection By Unauthorized Persons
- §20-212. Unlawful Disposal of Recyclables
- §20-213. Enforcement and Administration; Penalties and Remedies
- §20-214. Source-Separated Recyclables
- §20-215. Containers
- §20-216. Time When Collection Shall Be Made
- §20-217. Handling of Recycling Containers
- §20-218. Verification Forms
- §20-219. Educational Program

PART 1
COLLECTION PROCEDURES

§20-101. Short Title.

This Part shall be known as the "Susquehanna Township Refuse Disposal Authority."

(Ord. 68-7, 4/10/1968, §1)

§20-102. Definitions.

For the purpose of this Part, the following terms, phrases or words shall have the meaning ascribed to them in this section except where the context in which the word is used clearly indicates otherwise.

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

COMMERCIAL — the use of premises other than as a dwelling.

DWELLING — a building used for residential purposes, including hotels, boarding and lodging houses, tourists cabins, motels and trailers.

DWELLING UNIT — one or more rooms in a dwelling which room or rooms have fixed cooking facilities arranged for occupancy by one person, two or more persons living together or one family.

GARBAGE — putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of foods.

PERSON — any person, firm, partnership, association, corporation, company or organization of any kind.

REFUSE — all putrescible and nonputrescible solid wastes (excluding body wastes), including garbage, rubbish, ashes, solid industrial waste, dead animals and street cleanings.

RUBBISH — includes glass, metal, paper, plant growth, wood or nonputrescible solid wastes.

TOWNSHIP — the Township of Susquehanna, Dauphin County, Pennsylvania, and the Board of Commissioners of Susquehanna Township.

TOWNSHIP COLLECTOR — that individual, partnership, firm, corporation or business entity designated by the Board of Commissioners of Susquehanna Town-

GARBAGE AND REFUSE

ship, by means of an independent contract, as the person having the exclusive right to collect refuse within the Township, but shall not be construed as meaning that said person is an employee, official or representative of Susquehanna Township.

(Ord. 68-7, 4/10/1968, §2)

§20-103. Authorization of Collectors.

1. It shall be unlawful for any person, other than such persons as are duly authorized by the Township, to collect and haul refuse of any nature within or from the Township.
2. The Board of Commissioners shall, by its own resolution, designate one person as the Township Collector. Said Township Collector shall have the exclusive right and obligation to collect and haul refuse within the Township, except as follows:
 - A. Those business or commercial establishments whose collection requirements are such, in the opinion of the Township, as will cause undue hardship on the commercial establishment, or when the Township Collector is not able to serve adequately the collection requirements of a business or commercial establishment. In such case, the Township may issue a license to said business or commercial establishment which license shall designate the person who may haul refuse from the named commercial establishment only.

(Ord. 68-7, 4/10/1968, §3)

§20-104. Precollection Practices.

1. Preparation of Refuse.
 - A. All garbage shall be drained of liquid and wrapped in paper before being placed in the container.
 - B. Tree-trimmings, hedge clippings and similar rubbish shall be cut in lengths not exceeding four feet and shall be securely tied in bundles before being deposited for collection.
 - C. Newspapers, magazines and other printed matter, not placed in containers, shall be securely tied in bundles not exceeding 40 pounds in weight.
2. Refuse Containers.
 - A. All garbage and all other refuse, when possible, shall be placed in containers.

- B. Refuse containers shall be of durable, watertight, rust-resistant material having a close-fitting lid and outside handles to facilitate collection.
 - C. Refuse containers for residences shall not be more than 32 gallons in capacity and shall be of such size as can be handled easily by one man.
 - D. Containers containing garbage shall be covered with a lid which fits securely and prevents access to flies and other insects.
 - E. It shall be unlawful to permit the accumulation or residue of liquids, solids or a combination of such material on the bottom or sides of containers, it being the intention of this provision that the interior of containers shall be kept clean by thorough rinsing and draining as often as necessary.
 - F. All containers shall be kept in a sanitary condition and shall be kept in good condition. Any container that does not conform with this Part, or that is likely to injure the collector or his employees, or hampers the prompt collection of refuse, shall be replaced upon notice. Failure to replace said defective containers may result in the loss of refuse collection until such time as the container is replaced.
3. Accumulation of Refuse.
- A. No person shall place any refuse upon any street, alley, walk or other public place, or upon any private property, except in proper receptacles for collection, or where the refuse is of such size and shape as not to permit its being placed in containers.
 - B. No person shall deposit refuse in any stream or body of water. In no event shall refuse be placed on the property of another without the consent of the owner.
 - C. No person, except the occupants of the property on which the container is placed and an authorized collector, shall remove the lids of the container and/or remove the contents thereof.
 - D. Refuse of a highly inflammable or explosive nature, or highly infectious or contagious refuse shall not be stored for ordinary collection but shall be disposed of in accordance with the directions of the Board of Health.
4. Location of Containers.
- A. Refuse containers shall be placed, according to the distances set forth in the following subsection, for collection by the collector from the alley abounding and abutting the property. Where collection by the collector is impracticable by use of said alley, or because no alley exists along said property, collection shall be made along the street fronting said property.

GARBAGE AND REFUSE

- B. Refuse containers shall be placed for collection at ground level on the property, not within the cartway of a street or alley and accessible to, and not more than 80 feet from the side or curb of the street or alley from which collection is made.
- C. Containers may not be placed in the public right-of-way for collection earlier than a period of 24 hours before the time for collection nor shall the container remain in the public right-of-way for a period longer than 24 hours after collection.

(Ord. 68-7, 4/10/1968, §4; as amended by Ord. 11-05, 2/10/2011)

§20-105. Collection Practices.

1. Refuse collected by the Township collector will be made at least once a week except where conditions beyond the control of the collector prevent collection. Businesses disposing of their own refuse shall provide for collection at intervals short enough to prevent unsafe, unsightly or unsanitary accumulations of refuse.
2. The Township collector will not collect the refuse in excess of that contained in four containers of the authorized size unless an additional charge has been agreed upon.
3. The collection practices of the Township collector and any other person removing refuse from the Township by special permit of the Township shall conform to all applicable rules and regulations of the Commonwealth of Pennsylvania, the Township, and any contract or contracts between the parties.

(Ord. 68-7, 4/10/1968, §5)

§20-106. Fees

The fees for collection and disposal of refuse shall be fixed by the Township collector, subject to the approval of the Township.

(Ord. 68-7, 4/10/1968, §6)

§20-107. (Reserved)

(Ord. 73-1, 2/8/1973, §1; repealed by Ord. 99-3, 1/14/1999)

§20-108. Penalties.

Any person, firm or corporation who shall violate any provision of this Part 1 shall, upon conviction thereof, be sentenced to pay a fine of not more than \$600 and costs, or in default of payment thereof, shall be subject to imprisonment for a term not to exceed 30 days. Each day that a violation of this Part 1 continues shall constitute a separate offense.

(Ord. 73-1, 2/8/1973, §2; as amended by Ord.89-16, 11/21/1989)

PART 2

WASTE REDUCTION AND RECYCLING

§20-201. Short Title.

This Part of Chapter 20 shall be known as the "Susquehanna Township Municipal Waste Reduction and Recycling Ordinance."

(Ord. 04-10, 7/8/2004, §1)

§20-202. Authority.

This Part is enacted pursuant to the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988.

(Ord. 04-10, 7/8/2004, §1)

§20-203. Purposes and Goals.

The purposes and goals of this Part are to:

- A. Require waste reduction and recycling as a means of managing solid waste conserving resources and supplying energy.
- B. Protect the public health, safety and welfare from the short- and long-term dangers of collection, transportation, processing and storage of solid waste.
- C. Utilize, wherever feasible, the capabilities of private enterprise in accomplishing the desired objectives of an effective, comprehensive solid waste management program.
- D. Establish and implement with the Township a recycling program to return valuable materials to productive use to conserve energy and to protect capacity at waste processing and disposal facilities.
- E. Recycle at least 25% percent of all solid waste and source-separated recyclable materials generated in this Township.
- F. Reduce the weight or volume of solid waste generated per capita in this Township to a weight or volume less than that generated per capita on the effective date of this Part.
- G. Teach each person living or working in the Township the economic, environmental and energy value of recycling and waste reduction and encourage, through a variety of means, participation in such activities.

GARBAGE AND REFUSE

- H. Promote the procurement and use of products and materials with recycled content and materials that are recyclable by the Township to the greatest extent practicable.

(Ord. 04-10, 7/8/2004, §1)

§20-204. Definitions.

In this Part, the indicated words or phrases shall have, unless the context clearly indicates otherwise, the meanings given to them as follows:

ALUMINUM CANS — empty, clean, non-aerosol, all aluminum beverage and food containers.

AUTHORIZED COLLECTOR — person, firm, corporation, or other legal entity licensed or contracted by the Township of Susquehanna to undertake curbside recycling collection or to otherwise collect recyclables within Susquehanna Township, Dauphin County, Pennsylvania.

COMMERCIAL ESTABLISHMENT — any establishment engaged in a non-manufacturing or non-processing business including, but not limited to, stores, markets, office buildings, restaurants, shopping centers, theatres, and multifamily rental housing properties with four or more units.

CORRUGATED PAPER — paper or pasteboard contracted into parallel grooves and ridges, commonly referred to as “cardboard,” which is used for wrapping, packing, shipping and/or storage.

CURBSIDE RECYCLING COLLECTION — the scheduled collection and transport of recyclable materials placed at the curb line or other similar location by residential establishments or approved small businesses.

DWELLING UNIT — one or more rooms in a residence or dwelling, which room or rooms have fixed cooking facilities arranged for occupancy by one, two or more persons living together.

GLASS — all clean, empty bottles and jars made of clear, green or brown glass, not including non-container glass, plate glass, blue glass, porcelain and ceramic products, light bulbs and fluorescent tubes.

HIGH-GRADE OFFICE PAPER — printed or unprinted sheets, shavings and cuttings of sulphite or sulphate ledger, bond, writing and other papers which have similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. This definition includes lightweight office papers, i.e., letterhead or mimeograph paper typically sold as "white ledger" paper, bond, Xerox paper and onionskin, as well as computer paper.

INDUSTRIAL ESTABLISHMENTS — any establishment engaged in a manufacturing or processing including, but not limited to, factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

INSTITUTIONAL ESTABLISHMENT — those facilities that house or serve groups of people including, but not limited to, hospitals, nursing homes, child day care centers, libraries, nonprofit associations, schools and universities; this definition shall not include standard residential units.

LEAF WASTE — leaves, garden residues, shrubbery and tree trimmings and similar material, but not including grass clippings.

MULTIFAMILY DWELLINGS — a building used or designed as a residence for four or more families living independently of each other and doing their own cooking therein, including apartment houses, group quarters, townhouses and condominium complexes.

MUNICIPAL ESTABLISHMENTS — public facilities operated by Susquehanna Township and other governmental authorities.

MUNICIPAL WASTE — any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials.

NEWSPAPER — paper of the type commonly referred to as “newsprint” and distributed at fixed intervals, having printed thereto news and opinions and containing advertisements as matters of public interest, but not including glossy advertising inserts typically inserted with newspapers, nor magazines or periodicals.

PERSON — any individual, corporation, partnership, joint venture, association, joint-stock company, trust, and incorporate organization, or any government or public agency or political subdivision thereof, or any authority or agency thereof. In any provision of this Part prescribing a fine, imprisonment, penalty, or remedy, or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

PLASTICS — empty and clean consumer product containers made of polyethylene terephthalate (PET), polypropylene (PP), high-density polyethylene (HDPE) and low-density polyethylene (LDPE) most commonly, but not limited to plastic bottles used as containers for soda, milk and other consumer food products, or for household cleaning products or for personal care products.

GARBAGE AND REFUSE

RECYCLABLES/RECYCLABLE MATERIALS — those materials specified by the Township of Susquehanna for separation, collection, processing, recovery or re-used as part of a recycling program.

RECYCLING — the separation, collection, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which could otherwise be disposed of or processed as solid waste, or the mechanized separation and treatment of solid waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the generation of energy.

RESIDENTIAL ESTABLISHMENT — any occupied dwelling unit, except multi-family rental housing properties with four or more units.

SMALL BUSINESS ESTABLISHMENTS — any professional or commercial business that can comply with four container service and wishes to be mandated under the terms of this Part.

SOLID WASTE — all materials or substances that are generally discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including garbage, refuse, industrial and commercial waste, sludges from air or water pollution control facilities or water supply treatment facilities, rubbish, ashes, contained gaseous materials, incinerator residue, demolition and construction debris and offal.

SOURCE-SEPARATED RECYCLABLE MATERIALS — recyclable materials that are separated from solid waste at the point of origin for the purpose of recycling.

STEEL CANS — empty, all steel (ferrous material) or bi-metal beverage and food containers.

TOWNSHIP — the governmental jurisdiction and legal entity of the Township of Susquehanna, Dauphin County, Pennsylvania.

(Ord. 04-10, 7/8/2004, §1)

§20-205. Powers, Duties and Responsibilities of Susquehanna Township.

1. **Responsibilities.** Susquehanna Township shall have the power, and its duty shall be, to adopt and implement a program for the collection and recycling of municipal waste or source-separated recyclable materials as provided in this Part.
2. **Powers.** In carrying out its duties under this Section, the Board of Commissioners of Susquehanna Township may adopt resolutions establishing procedures, regulations and standards for the recycling, transportation, storage and collection of source-separated recyclable materials which shall not be less stringent than, and not in violation or inconsistent with the provisions and purposes of, the Municipal

Waste Planning, Recycling and Waste Reduction Act and the regulations promulgated pursuant thereto.

3. Duties. Susquehanna Township shall implement the provisions of this Part by collecting, transporting, processing or marketing source-separated materials or contracting, subject to competitive bidding, with any person to carry out its duties for the recycling, transportation, collection and storage of source-separated recyclable materials. Any such person shall be jointly and severally responsible with Susquehanna Township in carrying out its duties for transportation, collection and storage activity.

(Ord. 04-10, 7/8/2004, §1)

§20-206. Recycling Program.

Susquehanna Township hereby establishes and implements a mandatory source-separation and collection program for recyclable materials by persons located in Susquehanna Township in accordance with §1501 of the Municipal Waste Planning, Recycling and Waste Reduction Act.

(Ord. 04-10, 7/8/2004, §1)

§20-207. Residential Establishments and Small Business Establishments.

1. Owners and residents of residential establishments and small business establishments are hereby required to separate all recyclable materials as specified by regulation from other municipal waste generated at their homes, apartments and other residential or small business establishments and to store such material until collection. The number of the materials shall be designated periodically by regulation from the following: Clear glass, colored glass, aluminum, steel and bi-metallic cans, high-grade office paper, newsprint, corrugated paper and plastics.
2. Recyclable materials from residential establishments and small business establishments shall be placed at the curb or other similar area, separate from solid waste, for collection, at such times and dates as may be established by regulations shall schedule a minimum of one day per month for pickup of recyclables from residential establishments. Nothing in this Part or regulations promulgated hereunder shall be deemed to impair the ownership of separated materials by the person who generated them unless and until such materials are placed at curbside or similar location for collection by the Township or its agents.

(Ord. 04-10, 7/8/2004, §1)

GARBAGE AND REFUSE

§20-208. Commercial, Institutional, Industrial, and Municipal Establishments.

1. Commercial, institutional, industrial and municipal establishments are hereby required to separate all recyclable materials as specified by regulation and to store such material until collection. The times, dates and places for collection shall be established by regulations. Such regulations shall schedule a minimum of one day per month for pickup of recyclables from commercial, institutional, industrial and municipal establishments.
2. The owner, landlord or agent of an owner or landlord, of multifamily housing properties with four or more units may comply with the responsibilities under this Section by establishing a collection system for recyclable materials at each property. The collection system must include suitable containers for collecting and sorting materials, easily accessible locations for the containers and written instructions to the occupants concerning the use and availability of the collection system. Owners, landlords and agents of owners or landlords who comply with this Part shall not be liable for noncompliance of occupants of their building.
3. Persons occupying commercial (including multifamily rental housing properties with four or more units), institutional, industrial and municipal establishments, within the Township municipal boundaries, not part of the Township curbside recycling program and otherwise providing for the recycling of materials they are required by this Part to recycle must provide, annually, written documentation to the Township of the total number of tons recycled or estimated to be recycled, as well as the name of any authorized collector collecting their recyclables.

(Ord. 04-10, 7/8/2004, §1)

§20-209. Leaf Waste.

All persons who reside in residential establishments and all persons who are responsible for the operation of small business establishments, commercial, institutional, industrial and municipal establishments where leaf waste occurs or is generated, shall source separate all leaves and place them for collection at the times and in the manner prescribed by regulation unless those persons have otherwise provided for the composting of leaf waste. The owners, landlord or agent of an owner or landlord of multifamily rental housing properties with four or more units, small business establishments, commercial, institutional, industrial and municipal establishments may comply with their responsibilities under this Section by establishing a collection system for leaf waste at each property.

(Ord. 04-10, 7/8/2004, §1)

§20-210. Collection Contract.

The Township may enter into a contract with public or private agencies for the curbside collection of all or part of the recyclable materials generated within its municipal boundaries.

(Ord. 04-10, 7/8/2004, §1)

§20-211. Collection By Unauthorized Persons.

From the time of placement of recyclable materials at the curb or a similar area for collection, in accordance with this Part and the regulations promulgated hereunder, those materials shall be and become the property of the Township and its authorized collector(s). It shall be a violation of this Part for any person(s) not authorized by the Township to collect or pick up or cause to be collected or picked up any such recyclable material. Any and each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereinafter provided.

(Ord. 04-10, 7/8/2004, §1)

§20-212. Unlawful Disposal of Recyclables.

Upon and after the effective date of this Part it shall be unlawful for any person or persons to dispose of any recyclable items as established by this Part or regulations promulgated hereunder, co-mingled with other solid waste not required to be recycled or to dispose of such items in places that will not insure that items are recycled, unless material is so contaminated that it is unacceptable for recycling.

(Ord. 04-10, 7/8/2004, §1)

§20-213. Enforcement and Administration; Penalties and Remedies.

1. The Township Health Officer and the Township Code Enforcement Officer or their designee is authorized and directed to enforce this Part. The Health Officer is also hereby authorized and directed to establish and promulgate reasonable regulations as to manner, materials, days and time for the collection of recyclable materials and any other matters required to implement this Part in accordance herewith. The Health Officer or his or her designee may change, modify, repeal or amend any portion of said regulations at any time.
2. Any person, other than a municipal official exercising his or her official duties, who shall violate any provision of this Part, any regulation promulgated hereunder, or any order issued hereunder shall, upon conviction thereof in a summary proceeding, be sentenced to pay a fine of not less than \$100 and not more than \$1,000 and costs and, in default of the payment of such fine and costs, to undergo

GARBAGE AND REFUSE

imprisonment for not more than 30 days. Each day's continuation of violation of this Part shall constitute a separate and distinct offense.

3. In addition to any other remedies or penalties hereinbefore provided, the Solicitor of the Township is authorized to institute proceedings in courts of law or equity to control the recycling, transportation, collection and storage of source-separated recyclable materials or to enforce the provisions of this Part, including the securing of injunctive relief to prohibit any unlicensed or unauthorized person, or any licensed or authorized collector in violation of the provisions of this Part, from continuing the collection, transportation or disposal of recyclable items hereunder, or to enforce compliance by any person with the terms of this Part.
4. Billing, Payment and Collection Procedures.
 - A. Each owner of a dwelling unit within Susquehanna Township shall be required to pay to the contactor a quarterly fee for the collection of solid waste and recyclable materials. This fee shall be paid regardless of the amount or type of waste and/or recyclables put out for collection. The quarterly fee charged by the contractor shall be established by a contract to be entered into between Susquehanna Township and the contractor pursuant to public bidding requirements. The Township accepts no responsibility whatsoever for the collection of the fee to be charged to the owner of each dwelling unit. The contractor shall be solely responsible for the collection of the quarterly fee.
 - B. All fees which remain unpaid 30 days after the invoice date shall be deemed delinquent. All delinquent accounts may have added to it a penalty of \$10 per quarter if the amount exceeds a minimum of the current quarterly trash fee in Susquehanna Township past due.
 - C. If the owner of a residential unit shall fail to pay any charges or fees after the same becomes delinquent, the Township Solicitor is authorized, pursuant to the Pennsylvania Municipal Claims Act, to enter a lien against the real estate upon which the residential unit is situate in the amount of the fees and charges or aggregate of fees and charges, plus penalties, cost of entry and attorney fees. In accordance with 53 P.S. §7147, the Township hereby assigns to the contractor any such municipal claim for outstanding fees and charges.
 - D. If the owner of a residential unit shall fail to pay any charges or fees and the same becomes delinquent by a minimum of one quarter and the minimum amount shall be no less than the equivalent of one quarter worth of charges, the contractor is authorized to file a civil lawsuit for the collection of fees, charges, penalties, interest, reasonable attorney fees and costs of collection. Upon the filing of the civil lawsuit, an additional penalty of \$50 shall be added to all delinquent accounts. The contractor shall have and enjoy the same rights, privileges and remedies as the Township to enforce and collect

any and all fees, penalties, interest, costs of collection, reasonable attorneys' fees and/or administrative service fees.

(Ord. 04-10, 7/8/2004, §1; as amended by Ord. 10-03, 4/8/2010)

§20-214. Source-Separated Recyclables.

The following items are to be source-separated and recycled:

- A. At residential units and approved small business establishments (including multifamily establishments):
 - (1) Clear glass.
 - (2) Colored glass.
 - (3) Aluminum.
 - (4) Leaf waste (unless composted).
 - (5) Plastics:
 - (a) PET plastics – logo on container.
 - (b) HDPE plastics – logo on container.
- B. At commercial, industrial, institutional, and municipal establishments (including small business establishments):
 - (1) High-grade office paper.
 - (2) Aluminum.
 - (3) Corrugated paper.
 - (4) Leaf waste (unless corrugated).
- C. Food and beverage establishments who are required to be licensed pursuant to Susquehanna Township Code of Ordinances, Chapter 10, §10-203, must, in addition to the items listed in subsection (B), above, also source separate and recycle the following:
 - (1) Glass.
 - (2) Steel cans.

(Ord. 04-10, 7/8/2004, §1)

GARBAGE AND REFUSE

§20-215. Containers.

The authorized Township collector shall provide one recycling container for each residential unit or small business establishment for the co-mingling of recyclable materials. Recycling containers shall be a minimum of twenty-gallon capacity and shall be labeled "Susquehanna Township Recycling."

(Ord. 04-10, 7/8/2004, §1)

§20-216. Time When Collection Shall Be Made.

Collection of recyclable materials shall be performed once per week and shall take place, when possible, on the same day as collection of acceptable solid waste in a given area of the Township.

(Ord. 04-10, 7/8/2004, §1)

§20-217. Handling of Recycling Containers.

The contractor shall take reasonable care in handling of recycling containers and shall not willfully break, deface or damage the same. All covers, if provided, will be placed back on the recycling containers when they are returned to the place of collection. All recycling containers broken or destroyed in improper or careless handling by the collector shall be replaced by the collector at his own expense. All recycling containers broken or destroyed by a customer shall be replaced by the customer at his own expense.

(Ord. 04-10, 7/8/2004, §1)

§20-218. Verification Forms.

All commercial, institutional, industrial and municipal establishments will be provided verification forms along with instructions for completing those forms (attached as Exhibit A¹). All owners or property that is rented to others for living purposes will also be sent verification forms and instructions (attached as Exhibit B²). These forms must be completed and returned to the Susquehanna Township Health Department by the date specified on the forms. The purpose of the forms in Exhibit A is to verify the solid waste and recycling program for each commercial, institutional, industrial and municipal establishment located within the territorial limits of Susquehanna Township. The establishments are required to describe their program and list any haulers with which they have contracted for solid waste and recycling pickup. Exhibit A also includes a form to

¹ Editor's Note: Exhibit A is on file in the Township offices.

² Editor's Note: Exhibit B is on file in the Township offices.

be completed by small business establishments, if they choose to be registered as such. The purpose of the forms in Exhibit B is to verify the number of dwelling units contained at each rental property. If that number of units is less than four, the owner is instructed to sign and return the form entitled "Statement to Claim Residential Status" so that his tenants will be registered under the Township program. If that number of units is four or more the owner is instructed to return the verification form explaining how the solid waste and recycling program will be set up for their tenants and listing any haulers with which they have contracted for pickup of solid waste and recycling.

(Ord. 04-10, 7/8/2004, §1)

§20-219. Educational Program.

The Susquehanna Township Health Department will be responsible for assuring that all residents and establishments are well informed of this program and the ordinances that pertain.

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