

Borough of Milford Recycling Program Options Project #609

Prepared for:

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1 STATEMENT OF PROBLEM

Milford Borough (Milford or Borough) was founded in 1796 and has a population of just over 1,000 people. The Borough is located in Northeast Pennsylvania about 70 miles from New York City. The Borough is the county seat for Pike County. The Borough includes hundreds of buildings that are designated as historic and Milford's rich history in the American conservation movement draws visitors from all over the Northeast and Mid-Atlantic regions.

It has been at least 10 years since recycling services were provided to residents. Pike County operated a drop-off recycling program at the Milford Township Municipal Building that served the residents of the Borough for many years. The program was ultimately discontinued due to illegal dumping and the cost of cleaning up the dumped materials. The Borough desires to provide recycling opportunities to serve residents and believes a recycling program would align with the key messages of conservation imbedded in the community. The Borough seeks recycling technical assistance to explore different recycling program options that could best serve residents.

2 SUMMARY OF WORK PERFORMED

This section summarizes the work activities performed as part of this recycling technical assistance project.

Task 1 – Site Visit

SCS conducted a site visit to Milford Borough to meet with Borough representatives and discuss their current waste collection program and vision for implementing a recycling program. SCS used this time to request and obtain material tonnage data as well as cost and logistical information on their waste collection program. The site visit included a discussion of different recycling program options (i.e. drop-off and curbside collection) and the Borough’s initial thoughts on the feasibility of these different types.

Task 2 – Identifying/Describing Program Options

Based on the information obtained during the site visit (Task 1), SCS identified options for implementing different types of recycling programs. Descriptions of program options were developed.

Task 3 – Program Comparison

SCS developed a narrative that describes the benefits and challenges of the recycling program options in an effort to help the Borough decide what program may prove to be most effective in serving residents.

Task 4 – Final Report

The final report provides information and analysis SCS considered in helping the Borough decide the best opportunity for increasing recycling. The report was submitted for review and comment by DEP and their comments were incorporated into this final version.

3 RESULTS

The Borough of Milford is not required by the Pennsylvania Municipal Waste, Recycling, and Waste Reduction Act of 1988 (Act 101) to implement a recycling program. As the birthplace of the American conservation movement, the Mayor and Borough Council are interested in implementing a program for residents to recycle.

INTRODUCTION

Residential

The Borough's solid waste program includes weekly curbside collection of waste materials from approximately 500 households. Approximately 415 tons of solid waste are collected annually. Waste is collected manually using a 2007 Sterling rear-load collection vehicle every Thursday morning by the Borough's Street Department collection crew. The refuse vehicle used by the Borough is shared with the Borough of Matamoras to reduce costs and make refuse collection more affordable. Milford pays the Borough of Matamoras 40 percent of the truck costs and Matamoras pays the remainder (60 percent) of the costs associated with the truck. The residential solid waste program is considered pay-as-you-throw (PAYT). Residents are allowed to dispose of up to two 30-gallon cans of refuse each week. Residents supply their own containers. Residents requiring the disposal of more waste must purchase purple bags from City Hall at a cost of \$1 per bag. It is reported that very few bags are sold for overflow waste materials. Collection crews err on the side of collecting all waste placed curbside by residents and seldom enforce the PAYT requirements.

No official Borough recycling program currently exists. The Borough estimates that about 15-20 households pay a private waste hauler \$35 per month to collect trash and recyclable material curbside from residences.

The Borough operates a leaf collection program in November and early December. For about six weeks each year, the Borough's Street Department collection crew uses a vacuum truck to collect leaves that have been placed curbside by residents. Bagged or containerized leaves are not collected under this program. Residents also separate yard waste from trash and place the materials in a separate container for manual collection by the Street Department collection crew.

Commercial

Commercial property owners in the Borough must arrange for solid waste collection services from private waste haulers servicing the Borough. Business owners and waste haulers decide on the type and size of the collection containers used along with the frequency of collection. The Borough's solid waste ordinance states that commercial properties that prepare food onsite must have their waste collection containers in a gated or secured area to reduce access by vermin and other animals that could feast on the materials. Businesses may also contract with a private waste hauler for the collection of recyclable materials.

Discontinued County Recycling Program

Pike County operated a drop-off recycling program that served Borough residents. This program ceased operations on October 1, 2012. Several issues affected the viability of the County recycling program including:

- Reduced recovery of materials attributed to the economic market downturn;
- Increased administration fees and reduced state funding opportunities;
- Increased program expenses and illegal dumping removal expenses.

The drop-off recycling facility was located at the Milford Township Municipal Building and had no access controls and illegal dumping was widespread. Cleaning up and disposing of illegally dumped materials cost the County significant money that resulted in large deficits for the program the last few years it was operational.

RECYCLING PROGRAM OPTIONS

SCS identified the following three program options for implementing a recycling program in Milford Borough.

- 1) **Curbside Collection by a Private Hauler** – Borough to issue a request for proposals to contract for the collection of waste and recyclables by a private waste hauler;
- 2) **Curbside Collection by Municipal Collection Crew** - Borough staff to collect recyclable materials curbside from residents in addition to solid waste;
- 3) **Hybrid Curbside Collection and Drop-Off Program** – Borough to promote the curbside recycling services of private waste haulers operating within their jurisdiction (at cost to be negotiated between residents and hauler) and establish a convenience center for residents to drop-off their recyclable materials if they do not want to contract for curbside recyclable material collection service.

As the birthplace of the American conservation movement, it makes sense for Milford Borough to establish an effective recycling program that compliments and facilitates the stewardship of resources. The following discussion provides additional details on each of their recycling program options and includes the benefits and challenges of each in consideration of the Borough’s current solid waste management program.

Curbside Recycling Collection by a Private Hauler

Privatizing solid waste and recyclable material collection would mark a significant change in the Borough’s program. Although the trend is for local governments to contract with a private waste hauler for solid waste collection services, the decision to do so should be based on local conditions, particularly reducing costs and providing a higher level of services to residents. **Table 1** provides a summary of the benefits and challenges to privatizing solid waste and recycling collection services in Milford Borough.

Table 1. Benefits and Challenges of Privatizing Solid Waste/Recycling Curbside Collection Services

Benefits	Challenges
At least two known haulers already collect trash and recyclables in the Borough	Borough already collects solid waste curbside and co-owns a truck that may be used for collecting recyclable materials
May improve efficiency; reduces likelihood of multiple haulers collecting trash and recyclables curbside in the Borough	May limit the ability to partner with neighboring municipalities to develop a more efficient regional program
Competitive bid process increases value to the Borough	Borough will have reduced control over collection operations
Provides a uniform collection program across entire Borough	Industry consolidation and reduced competition can lead to high pricing
May reduce insurance claims/Borough staff worker injuries	Borough's waste reduction and recycling goals may be harder to obtain
Potential cost reductions through reduced equipment investment (avoid purchasing a new collection vehicle)	Possible additional reporting requirements for solid waste and recyclable material collection tonnages
Prospective coordination with neighboring Borough to share a collection contract to obtain better pricing	Residents that already contract for recyclable material collection may need to change hauler
Possible economies of scale realized for having one hauler collect all waste and recyclable materials	Residents may object to being told what hauler they must use for curbside collection services
Contracted hauler would be responsible for transporting recyclable materials and identifying markets to receive them	Increased administrative costs for contract management/execution and for tracking residents receiving services
Hauler likely to provide containers/carts to residents for the collection of recyclable materials	Borough will need to decide on a scope of services including what materials to contract for collection (solid waste, recyclables, yard waste) and what sectors to include (i.e. commercial properties)

Contracting for solid waste and recyclable material collection services can be a complicated process, especially for a Borough that has not contracted for these services in the past. Careful consideration of the bid specifications must be done in advance of issuing a request for proposals to confirm all service requirements are clearly established and defined. The Borough's legal team must be involved in writing the bid specifications in order to address legal conditions. The following general steps can improve the Borough's chance of successful privatization:

- **Seek Input** – Seek input from community members and haulers in regards to the service level expectations and descriptions.
- **Develop a Statement of Work** – This will provide a comprehensive description of the types and level of service expected by the Borough.
- **Issue a Request for Proposals** – Issue a bid document that includes the statement of work and specifies that respondents must demonstrate qualifications and capabilities of meeting the statement of work and project timeline. The Borough should structure the request for proposals with flexibility not to award a contract if the Borough finds the responses to be unfavorable.
- **Evaluate Bids** – Compare the results of the bids against each other and against what it would cost the Borough to perform those same services. To compare the bids against what it would cost the Borough to complete the services themselves, a managed competition process could be developed. This would require the Borough to compete against private haulers.
- **Execute Contract** – Once (if) the winning bidder has been selected, the Borough should develop and execute a thorough contract and monitoring system to ensure compliance with the required provisions.

If the Borough decides to pursue privatization of solid waste services, pricing is usually more favorable if the services are bid together (trash, recyclable materials, and yard waste collection) due to economies of scale. As a way to incentivize and encourage recycling, the cost of collecting recyclable materials should be included in the cost of trash collection. Bidding the services separate or only bidding recycling collection services prevents this incentive from being exercised and does not encourage residents to recycle as they have to pay a separate fee for the service.

Given the Borough's partnership with the Borough of Matamoras to share solid waste collection equipment, Milford should establish a dialogue with Matamoras on the future of solid waste management in the boroughs. The initial conversation should include a discussion on what the two boroughs should do when the existing trash collection vehicle is no longer suitable for collecting waste. If privatizing solid waste is amenable to both boroughs the discussion can progress to providing curbside recycling services to residents and the potential of sharing a contract with a private hauler for waste and recyclable collection services. This could further make privatization of solid waste services more feasible for both boroughs.

A number of waste haulers currently serve the Milford region with trash and recycling services and should receive a copy of the Borough's request for proposals. Waste haulers include Ayers Sanitation, Blue Diamond Disposal, County Waste, and Waste Management although other haulers may exist and should receive a copy of the request for proposals.

Appendix A provides a sample scope of services for a contractor to provide solid waste and recyclable material collection services for a local government. The provisions and requirements of this ordinance are considered "state of the art" but must be tailored to the Borough's desired requirements.

Curbside Recycling Collection by Municipal Collection Crew

An alternative to privatizing solid waste and recycling collection services is to provide collection services using the Borough's existing collection crew. This may be a valid option considering the

Borough already performs waste collection services in-house. In addition to providing trash collection services, the Borough would expand the scope of services to provide residents curbside recycling collection. In order to keep collection costs low, the Borough may be able to use the same vehicle for trash collection to collect recyclable materials either on the same day as trash service or a different day of the week. **Table 2** summarizes the benefits and challenges associated with collecting recyclable materials with the Borough’s collection crew.

Table 2. Benefits and Challenges of Borough Staff Collecting Solid Waste/Recyclable Materials Curbside

Benefits	Challenges
Borough already has a collection crew for solid waste	Collection crew may not have the time to collect recyclable materials or additional staff may need to be hired
Borough co-owns a truck that could be used for collection of recyclable materials	Borough will need to identify markets for materials and transport materials to them
Borough can prioritize waste reduction and recycling initiatives	Additional collection services result in greater risk of insurance claims/collection crew injuries
Borough retains control of recyclable material collection and can adjust program as necessary	Potential increase to collection equipment costs
Reduced administrative costs as there is no need to manage/execute a contract with a private hauler	Borough’s solid waste collection vehicle is nearing its end-of-life and will need to be replaced
	Borough will need to issue guidelines for what containers are to be used for recyclable materials collection or purchase designated recycling containers for all households

Using the Borough’s solid waste collection budget from 2016, SCS estimated some preliminary costs for a program where the Borough collects both solid waste and recyclable materials curbside from residents weekly (**Table 3**). Assumptions for these cost estimates are provided in footnotes. There are ways the Borough could reduce these costs such as collecting recyclable materials every other week.

Table 3. Estimated Costs to Collect Solid Waste and Recyclable Materials Curbside by Borough Collection Crew

Expense Item	2016 Budget (Solid Waste Collection Only)	Estimated 2019 Budget for Solid Waste Collection ¹	Estimated 2019 Recyclable Materials Collection ³	Estimated Total 2019 Collection Costs
Salaries	\$23,000	\$25,000	\$19,000	\$44,000
Operation and Maintenance	\$13,000	\$15,000	\$11,500	\$26,500
Tipping Fees	\$32,000	\$28,000 ²	-- ⁴	\$28,000
TOTAL	\$68,000	\$68,000	\$30,500	\$98,500

- ¹ 2016 budget escalated as follows: salaries 3%, operation and maintenance 5%; tipping fees 3% and assumes no increase or decrease in solid waste tonnages.
- ² Assumes 20 percent of materials are diverted for recycling thus avoiding tipping fee expenses.
- ³ Recyclable material collection costs (salaries and operational/maintenance costs) are estimated to be about 75 percent of solid waste collection costs due to reduced collection time for recyclable materials as not all residents will participate in the program. However, this anticipated reduction may be negated by the need to transfer recyclable materials to material recovery facilities further from the Borough. These costs also do not include the expense of providing residents with containers for recyclable materials.
- ⁴ No tipping fee is estimated for the delivery of recyclable materials to a materials recovery center. However, due to depressed recyclable material markets, the Borough may be required to pay a material recovery facility tipping fee.

Should the Borough consider collecting recyclable materials curbside from residents, the Borough will need to identify a transfer facility or materials recovery facility to accept the recyclable materials collected. With the help of Mr. Louis Troiano of Reliable Paper Recycling in Jersey City, New Jersey, **Table 4** lists potential facilities as possible outlets for the Borough’s collected recyclable materials. These facilities accept recyclables from single stream collection programs.

Table 4. Potential Facilities for Processing of the Borough’s Collected Recyclable Materials

Facility Name	Location/Contact Information	Distance from Milford
Waste Management Beach Lake Transfer Station	165 Rosencranse Road Beach Lake, PA 18405 Attn: Dan Card (800) 963-4776 www.wmsolutions.com/locations	~38 miles northwest
ReCommunity Recycling	103 and 105 Iron Mountain Road Mine Hill, NJ 07801 (973) 328-7001 marketing@recommunity.com www.recommunity.com	~38 miles south
Mid-County Paperstock Incorporated	235 Brighton Road Andover, NJ 07821 (973) 786-7499	~27 miles south

Drop-Off Recycling

An alternative to providing curbside collection of recyclable materials through a private contractor or the Borough’s collection crew is to establish a drop-off recycling site. Residents of the Borough would be encouraged to use the drop-off collection site to deposit recyclable materials at their convenience.

Table 5 summarizes the benefits and challenges of establishing a drop-off collection site.

Table 5. Benefits and Challenges of Drop-Off Collection Site

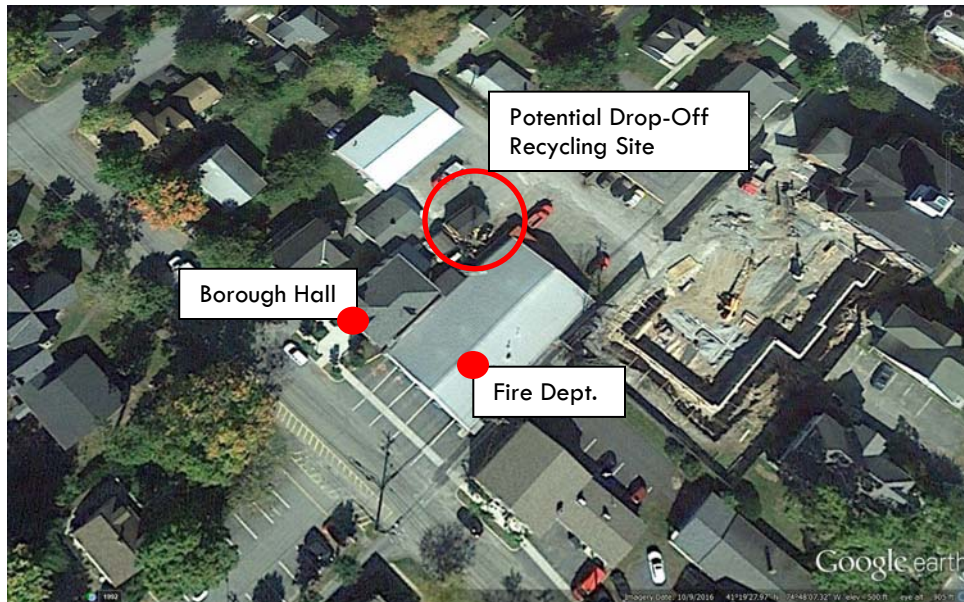
Benefits	Challenges
Drop-off recycling site can be less expensive than curbside recycling	Less convenient for residents
Borough has a site that could be transformed into a drop-off location	Drop-off site can be prone to illegal dumping and contamination if unmanned (history indicates illegal dumping could be a problem)
Site can include trash container(s) to reduce impact of illegal dumping/contamination	Potential location is relatively small and may be difficult for residents to find and/or use
Drop-off recycling program can be implemented relatively quickly	Will require clear signage to identify location of drop-off site and what materials are/are not accepted
Program administrative and operational costs are minimal compared to curbside collection	Not as effective in capturing recyclable materials as a curbside program

The Borough identified a location behind the Borough Hall and the fire/police station that could serve as a drop-off site for recyclable materials. The area is currently used by the Borough’s Street Department to store equipment. The site also includes a large trash dumpster that is available for Borough residents to use for the placement of solid waste (although the availability of the container is not advertised). The site is located in the center of town and would be convenient for most residents to use. However, without clear signage it may be challenging to locate the drop-off site (**Exhibit 1**).



Location of a potential recyclable material drop-off site behind Borough Hall

Exhibit 1. Potential Location for Milford Drop-Off Recycling Site



A drop-off recycling program could be implemented relatively quickly. Five major requirements would need to be addressed in order to establish such a program, including:

- 1) **Site Layout and Preparation** – It is feasible to convert the area behind Borough Hall into a drop-off recycling site. In order to do this the Borough will need to prepare the site for residents’ use. This would include developing a site layout and traffic control plan that details how residents will access, use, and leave the site, as well as the placement of signage.
- 2) **Material Collection and Containers** – The Borough would need to collect the recyclable materials from the drop-off site using Borough staff and transport the materials to a recycling center, or contract with a private hauler to collect the materials on a regular basis. Contracting with a hauler may identify options for suitable collection containers for use at the site. The type and size of containers will be limited for the drop-off site due to space constraints. Large 95-gallon carts may make the most sense to use for collecting recyclable materials to provide adequate capacity. If the Borough services the site themselves, they will need to select containers to use that are compatible with the equipment used to collect and transport the materials to market(s). Containers should have lids to prevent windblown litter and keep materials dry.
- 3) **Identifying Recycling Markets** – If Borough staff were to service and collect materials from the drop-off recycling site, they will be responsible for securing a processing and marketing contract for the materials. This includes identifying a facility that would accept the materials and transporting the materials to that facility. Current recycling markets have been challenging at best. The Borough should not consider this program to generate revenue even if arrangements can be made with a facility to compensate the Borough for the materials. The Borough may even need to pay a tipping fee for the materials at a materials recovery facility.

- 4) **Signage** – Careful attention should be given to the signage placed around the Borough that directs residents to the drop-off recycling site. Signage should be clear, concise, and placed in strategic locations in order for residents to find the drop-off recycling site.
- 5) **Public Education and Outreach** – Prior to launching the recycling program, the Borough should use multiple media (i.e. newsletters, social media, newspaper articles, website, etc.) to advertise the program and let residents know how they can use it. Due to space constraints at the drop-off site, part of the Borough’s education campaign should encourage residents to crush containers and breakdown cardboard and other paper boxes.

Hybrid Drop-Off/Curbside Recycling Program

The Borough may be in a unique position to implement a hybrid drop-off/curbside recycling program to serve residents. Such a program could include a drop-off recycling site as described in the previous section in addition to the Borough promoting curbside recycling services offered by local private waste haulers.

A number of residents subscribe to waste and recyclable material collection services from private waste haulers operating in the Borough. These residents pay a monthly fee directly to the hauler they contract with for the services. Residents who wish to pay for the convenience of curbside collection of recyclable materials could do so while other residents could use the drop-off recycling site free of charge. **Table 6** summarizes the benefits and challenges of the hybrid drop-off/curbside recycling program approach.

Table 6. Benefits and Challenges of Hybrid Drop-Off/Curbside Recycling Program

Benefits	Challenges
Provides options for recycling based on resident needs/wants	Concern over the Borough promoting services provided by the private sector
Minimizes program operational and administrative costs to the Borough	Management/operational issues associated with drop-off site
Potential arrangement/partnership with hauler to collect recyclables from the drop-off site in exchange for the Borough promoting curbside recycling services	Does not provide for a consistent program across the whole Borough
Hybrid program can be implemented relatively quickly	Programs may collect different materials using different methods/equipment
	Potential for different haulers to collect recyclable materials at different times and on different days
	Program options deemed too expensive or inconvenient for segment of residents

4 RECOMMENDATIONS

RECYCLING PROGRAM IMPLEMENTATION

The Borough should consider implementing a recycling program to serve residents and continue to build on the rich history of conservation in the Milford area. SCS understands that the Borough will need to balance program costs with the desire to recover recyclable materials. Both considerations need to be weighed in selecting a recycling program. Recycling programs that control costs/expenses while diverting the maximum amount of materials best serve residents and the environment. Curbside recycling programs can be more expensive due to their higher level of service and operational costs (mainly labor) than drop-off programs. The higher cost often results in an increased amount of diverted materials as a result.

Curbside Collection

SCS recommends that the Borough consider curbside recycling to maximize diversion of materials. The Borough will need to decide whether to collect recyclable materials themselves or contract with a private hauler for collection. Making a determination as to the use of municipal or private collection crews is outside the scope of this study. The Borough could consider implementing a “managed competition” program whereby the Borough bids for the collection of solid waste and recyclable materials and competes with private waste haulers to provide the services. Such a program may help the Borough understand their efficiency in carrying out the collection program. The Borough would need to evaluate the potential benefits and challenges of such a program to decide whether such a program is appropriate in Milford. The Government Finance Officers Association provides resources and information on managed competition that is available at www.gfoa.org.

Hybrid Drop-Off/Curbside Recycling Program

Should the Borough decide that providing curbside recycling services to residents (either using Borough collection crews or a franchised hauler) is not feasible or cost-prohibitive, the Borough could consider the hybrid drop-off/curbside recycling program. This type of a program gives residents flexible options for participating in a recycling program.

The drop-off recycling site could be established in the area behind the Borough Hall. All details and arrangements for the drop-off site as outlined above for layout, collection containers, markets, signage and education must be addressed. Residents that would like a more convenient opportunity to participate in recycling could subscribe (at their own cost) to curbside recycling services provided by a private hauler. Such an arrangement would be made by individual homeowners and the Borough would not be involved. This allows residents who already contract for curbside recyclable material collection to maintain their current hauler and program for collection.

A potential benefit to implementing a hybrid drop-off/curbside collection program is that the Borough could pursue an arrangement whereby local hauler collection services could be promoted in exchange for hauler support in providing collection containers and services for the materials collected at the drop-off recycling site. This arrangement may not be agreeable or possible though if multiple haulers seek to have an arrangement with the Borough. The Borough should consult their Solicitor before exploring such an opportunity.

OTHER CONSIDERATIONS

Partner with Neighboring Municipalities

Given the partnership with the Borough of Matamoras to share a waste collection vehicle, the Borough should engage with them and other local governments in Pike County to explore potential partnerships in establishing a recycling program. If neighboring jurisdictions are interested in exploring curbside collection of recyclable materials, the opportunity may exist to bid the collection services together as a way to reduce costs. Coordination of a regional drop-off site may be more challenging given Pike County's experience with the drop-off program, but should be considered if curbside collection of materials is not deemed feasible.

Establish Solid Waste Fee

The Borough should consider establishing a solid waste fee that is charged to all households in the Borough. Solid waste management is not free and having a line item on property taxes or utility bills for solid waste services or a separate refuse bill is important for informing residents that solid waste collection services cost the Borough money. Although the costs the Borough incurs for solid waste collection are currently paid for by residents, it is not transparent. Establishing a refuse fee will take careful consideration of residents' concerns and services that are to be covered. Fees can also be structured in a number of different ways. An effective solid waste fee often includes a base fee that is charged to all households that typically pay for:

- Solid waste and recyclable material collection costs;
- Tipping fee costs for a limited amount of solid waste (i.e. one 30-gallon container of trash per week);
- Transportation and tipping fee (if applicable) costs for unlimited amounts of recyclable materials.

The solid waste fee also includes a variable portion that covers disposal costs of the volume of trash generated beyond what is paid for in the base fee. These programs are often known as pay-as-you-throw, which is the type of program the Borough currently operates (although no recycling services are provided).

Should the Borough consider a solid waste fee, the Borough will need to communicate to residents why the fee is necessary and what services are covered. Opposition is likely to be intense and approval of such a fee may take time. However, such a fee provides fairness and transparency to the costs incurred for provided solid waste services and SCS believes is good practice for solid waste management.

Reduce the Amount of "Free" Refuse

The Borough's current residential solid waste collection program allows residents to place up to two 30-gallon containers of trash curbside for collection each week. Allowing up to 60-gallons of "free" trash for disposal on a weekly basis does not facilitate or encourage residents' participation in a recycling program. With a population of about 1,000 residents living in about 600 housing units, most

households have less than two people¹. In conjunction with implementing a recycling program, SCS recommends the Borough consider reducing the amount of refuse allowed to no more than one 30-gallon container. Placing additional limitations on refuse collection would complement the implementation of a recycling program. This has the potential to save the Borough on solid waste disposal fees while increasing the likelihood that residents will participate and utilize a new recycling program.

Survey Residents

The Borough should consider surveying residents on the type of recycling program that would best serve their needs. Understanding how they perceive recycling and gauging their level of interest in participating will help the Borough make decisions on how to set-up a program that will be utilized and effective at diverting materials. The cheapest and quickest way to survey residents is to use an online survey tool (many of which are free) to ask residents questions about program types, operations, participation, and the importance of cost vs. convenience. Availability of the survey can be posted on the Borough's website, newsletter, and included as an insert in utility bills.

DEP Recycling Grant Opportunity

The DEP launched a new round of Act 101 Section 902 recycling grants in late 2017 and the closing date for the grant application has passed. These grants are allocated from the Recycling Fund and are available to municipalities, including boroughs. This grant is very competitive and is typically offered once per year. Municipalities may apply every year, but if they are awarded a grant, they may not apply during the next grant round. To be eligible for this grant, the Borough would need to confirm its ordinances do not allow the burning of leaves or other recyclable material. Municipalities are eligible to obtain up to 90 percent of approved program costs; municipalities designated by the Department of Community and Economic Development as being financially distressed are eligible for up to 100 percent of approved program costs.

To be competitive for this grant, non-mandated municipalities such as Milford Borough should comply with the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) to the extent possible. **Appendix B** provides a summary of the requirements for Act 101. The Municipalities must meet a number of criteria in order to be considered eligible to apply for a grant, including:

- The recycling program funded may not duplicate or interfere with other operating recycling programs as determined by DEP;
- Municipalities must have implemented a recycling ordinance that complies with Act 101;
- Municipalities that do not have a mandatory trash collection program or projects seeking support for residential recycling when a corresponding commercial recycling program does not exist will not be considered for funding;
- Municipalities must conduct a recycling education program that notifies all persons occupying every residential, commercial, municipal and institutional establishment within its borders of the requirements of their recycling ordinance.

¹ U.S. Census Bureau https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml?src=bkmk

Although the application period for receiving a 2018 grant has passed, the Borough should explore the possibility of applying for a future Section 902 grant to support their recycling program. Eligible projects for funding include the costs of developing a recycling program and the costs of educating the public on recycling program requirements. To explore this opportunity further and to help position the Borough to be competitive for the next round of grants, the Borough should contact the DEP's Regional Planning and Recycling Coordinator for the Northeast Region. Contact information for this individual is:

Mr. Berit Case
DEP, Bureau of Waste Management
2 Public Square
Wilkes-Barre, PA 18711-0790
Phone: (570) 826-2108
bcase@pa.gov

5 CONCLUSION

The Borough should consider implementing a recycling program to reduce disposal of materials. SCS recommends the Borough focus on implementing a curbside recycling using either a private contractor or Borough collection crew. Curbside recycling offers more opportunities for residents to participate and often results in higher material diversion rates. Curbside programs are also more expensive to operate. If the costs of implementing and operating curbside recycling are deemed too high, the Borough could implement a drop-off recycling program with the option of promoting the availability of curbside recycling services provided by haulers operating in the area (at residents' expense).

Appendix A
Example Scope for Waste/Recyclable Materials Collection Services

SCOPE OF SERVICES

ORANGE COUNTY SOLID WASTE SYSTEM

Orange County operates one of the largest publicly owned, integrated solid waste management systems in Florida. The County owns and operates a Class I landfill, a Class III landfill, and two transfer stations (McLeod and Porter). The McLeod transfer facility is located on land leased from the City of Orlando. The County also owns a Recycled Materials Processing Facility (RMPF), co-located at the landfill, and a recycling transfer station near Apopka, which are operated by a private contractor. Composting operations for yard waste are conducted at the landfill. Facilities for household hazardous waste materials are maintained at the landfill and the McLeod Transfer Station.

The County contracts with private haulers to collect residential waste, recyclables and yard waste in unincorporated areas of the County (there are five designated collection zones).

GENERAL SERVICES

The Contractor shall provide for the collection of Vegetative Waste, Bulk Waste, Community Cleanups, and Additional Services that are the same under all three alternative bids. Collection of Residential Garbage and Recyclables differs under the three alternative methods: Lot 1 Manual Collection of Garbage Twice per Week and Recyclables Once per Week; Lot 2 Automated Collection of Garbage Twice per Week and Recyclables Once per Week; and Lot 3 Automated Collection of Garbage Once per Week and Recyclables Once per Week.

FRANCHISE AREAS

The service area of the Orange County Solid Waste Division, which consists mainly of the unincorporated County, has been divided into five Franchise Areas (Page 29 Exhibit 1) of single family residential Customers. Single family residential Customers are individual residences, with four or fewer residential units, and mobile home parks with four or fewer units. Waste collected in each Franchise Area shall be delivered to a specified location. This Invitation for Bids is for the collection only from single family residential Customers. The Franchise Areas are delineated and described in Attachment C of this Invitation for Bids, titled Franchise Area Delineation and Description. Operating conditions are believed to vary among the Franchise Areas. For these reasons, the cost of providing solid waste and recyclable collection services may be expected to vary among the Franchise Areas. Orange County reserves the right to adjust the boundary of any Franchise Area at any time during the period of the Contract.

Exhibit 1 Hauler Collection Zones (not included)

BACK DOOR COLLECTION SERVICE

Each Contractor shall provide back-door collection service to qualified disabled Customers at no charge. In addition, the Contractor shall provide back door collection service to other Customers who request such service for a stipulated fee, which the Contractor shall collect directly from the Customer.

SCOPE OF WORK (ALL LOTS)

Section 1. Definitions and Interpretations

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct that is contrary to federal, state or local law.

Additional Trash and Vegetative Waste shall mean any waste material collected over and above that amount specifically allowed of each Customer under this Contract, for the collection of which the Contractor shall be allowed to directly charge the Customer.

Affiliated Interest shall mean an interrelationship in which the Contractor owns, directly or indirectly, ten percent or more of the voting securities of another Contractor or exercises a strong influence through participation in or representation on its Board of Directors, holds debts or assets of another Contractor in a manner to exercise effective control over any phase of its operation or contracts with the other through a management or service contract for a substantial portion of the work to be performed, or a Contractor is subject to the control of another or is related to another Contractor by marriage or family tie closer than the second degree of consanguinity at common law.

Alleyway Collection shall mean waste and recycling collection services utilizing rear alleyway access. Residents place waste containers at rear of property, facing alley. Rear alleyways were originally created to provide a level of access for utility services, off- street parking, and service street access.

Biohazardous or Biomedical Wastes shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

Board of County Commissioners or BCC shall mean the Board of County Commissioners of Orange County, Florida.

Bulk Trash shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, automobile tires, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. Bulk trash shall not mean any Freon-containing devices. A customer's bulk trash may not be collected if determined by the director to be incompatible with collection equipment, the County's waste management system, or of such weight or quantity as would significantly hinder the effectiveness of the collection or disposal system

Collection shall mean the process whereby Garbage, Trash, Bulk Trash, Vegetative Waste and Recyclable Material is removed and transported to a Designated Facility.

Compactor shall mean any container, which has compaction mechanism(s), whether stationary or mobile, all-inclusive.

Construction and Demolition Debris (C&D) shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

Container or Garbage Can shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Garbage Can is also defined as a heavy duty, securely tied, plastic or biodegradable paper bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed fifty (50) gallons in capacity or sixty (60) pounds in weight. A cardboard box may also be used as a Garbage Can, provided the contents do not contain a level of moisture as to saturate the box and weaken its walls.

Containerized Residential Solid Waste Collection Service shall mean solid waste collection service of all Dwelling Units whose Garbage, Trash, Bulk Trash or Vegetative Waste is collected by means of a central or shared Container and not by means of a Garbage Can. Vegetative Waste shall not be commingled with Garbage, Trash, or Bulk Trash.

Contract shall mean this document, general terms and conditions, special terms and conditions, exhibits, and other documents that are expressly incorporated by reference, and any written amendments or modifications as expressly approved by the County and Contractor.

Contractor shall mean that person or entity set out initially above that has entered into this Contract to provide the services described herein.

Contract Manager shall mean the person designated by the County who shall act as the County's representative during the term of this Contract.

County shall mean Orange County, Florida.

Curbside Residential Recyclable Collection Service shall mean the Collection by the Contractor of Recyclable Materials placed at the curb from all Customers in the Franchise Area, and the delivery of those Recyclable Materials to the County's Materials Recovery Facility or other Designated Facility.

Curbside Residential Solid Waste Collection Service shall mean Collection of Residential Solid Waste and Vegetative Waste for all Customers in the Franchise Area.

Customer shall mean a person directly receiving Solid Waste and Recyclable Collection Service as provided by Orange County Ordinance, meaning persons possessing or residing at a Residential Premise entitled to Solid Waste and Recyclable Collection Service.

Department shall mean the Orange County Utilities Department.

Designated Facility shall mean a county facility or facility designated by the Contract Manager to which the Contractor shall deliver solid waste and recyclables, as specified in this Contract.

Disabled Persons shall mean persons who are certified by a licensed physician to be physically unable to transport garbage and/or recyclable materials to curb or road frontage area from other areas of the

person's residential property and who reside alone or reside only with other persons likewise unable to transport garbage and/or recyclable materials to curb or road frontage area.

Franchise Area shall mean that geographical area identified in this Contract and as described in Attachment C to this Contract, for which individual Bids shall be accepted and in which Services shall be provided. Orange County may adjust the boundary of any Franchise Area at any time during the duration of this Contract.

Freon-Containing Devices shall mean appliances or devices that contain or may release Freon, including, but not limited to refrigerators, freezers, air conditioners, and dehumidifiers.

Garbage shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall also include any Trash that is commingled with Garbage. Vegetative Waste shall not be commingled with Garbage in the same collection. Garbage shall not include any material that falls within the definition of Special Waste.

Hazardous Waste shall mean solid waste as defined by the State of Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

2-1-1 Holidays shall mean New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Independence Day and Christmas Day.

1-1-1 Holidays shall mean Thanksgiving Day and Christmas Day.

Missed Collection shall mean a collection that does not occur before 8:00 p.m. on the regularly scheduled collection Day, or in the case of a Special Collection, a collection which does not occur as agreed to between the Customer and the Contractor.

Mixed Paper shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.

Public Awareness Program shall mean that program developed by the County to inform and encourage residential solid waste Customers to use all solid waste and recycling collection services offered by the County through this Contract. It shall also mean information concerning level of service and changes in scope of service.

Radio-frequency identification (RFID) shall mean the wireless non-contact use of radio-frequency electromagnetic fields to transfer data, for the purposes of automatically identifying and tracking tags attached to objects. The tags contain electronically stored information.

Rear Door Collection shall mean services rendered by a Contractor whereby the Contractor collects, Garbage and Recyclable Materials as scheduled from the side or rear of the Residential Premises within an area no further than one hundred feet from the curb or other public road frontage.

Recovered Materials Processing Facility (RMPF) shall mean any facilities operated or managed by, for, or on behalf of the County for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale, as specifically designated in this Contract or by the Contract Manager to which Recyclable Materials are to be delivered.

Recyclable or Recyclable Material shall mean newspapers (including inserts), phone books, aluminum, plastic containers, glass bottles and jars, milk and juice cartons, aseptic containers, corrugated cardboard, brown paper bags, tin and ferrous cans, and other materials that the County may add, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.

Recyclable Container shall mean a County issued rigid container made of plastic or other suitable substance that is used for the storage of Recyclable Materials.

Residential Solid Waste shall mean Garbage, Trash and Bulk Trash resulting from the normal housekeeping activities of a Dwelling Unit, but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit.

Residential Premise shall mean each and every lot or parcel of land that is improved for occupancy as a single family residence, duplex, triplex, quadraplex, or individually- owned mobile home park not exceeding four (4) units. For purposes of calculating the number of Residential Premises, each dwelling unit shall constitute a separate unit.

Roll Cart shall mean a County-issued roll-cart with hinged lid and designed for automated collection.

Roll-off Collection Service shall mean the Collection of C&D only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Franchise, limited to new construction sites and remodeling or refurbishment sites, or horticultural wastes when the Customer chooses to use roll-off containers for horticultural waste, and horticultural waste shall not include any other type of waste, including, but not limited to, Special Waste, Garbage, or Recyclable Material.

Route shall mean the area in which Solid Waste or Recyclables are collected by a single collection vehicle on a single day.

Single-Stream shall mean a recycling process that allows for Recyclable Materials to be collected commingled with no sorting required by residents, businesses or haulers.

Sludge shall mean a solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank,

grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

Solid Waste Disposal Facility shall mean place or places specifically managed or operated by the County or other facility, as specifically designated in this Contract or by the Contract Manager to which Solid waste shall be delivered.

Solid Waste shall mean Garbage, Trash, Bulk Trash, and Vegetative Waste.

Special Services shall mean any services requested or required by the Customer that are in addition to, or a change in, Curbside Residential Solid Waste Collection Service and Curbside Residential Recyclable Collection Service.

Special Waste shall include wastes that require special handling and management including, but not limited to, Freon-Containing Devices, used oil, lead-acid batteries, automobiles, boats, internal combustion engines, waste tires, Sludge, dead animals, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Contract Manager to be reasonably unmanageable.

Subscription Rear Door Collection. Collection service provided by the Contractor upon the request of a Customer comparable to Rear Door Collection. This service is authorized under this Contract but is not provided as a part of this Contract.

Transfer Station shall mean a Designated Facility for the primary purpose of temporarily storing, processing, screening, and transferring of solid waste for transport to a disposal facility.

Trash shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping, but shall not include Vegetative Waste.

Vegetative Waste or Yard Waste – Bundled shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. All grass clippings, leaves, pine needles, and similar small loose items shall be bagged or containerized. Vegetative Waste shall be separated from garbage, trash, and bulk waste and, except palm fronds, shall be bundled and be no more than six (6) feet in length, and no single item shall weigh more than 60 pounds, and shall be placed neatly at the curb. Natural Christmas trees shall be collected as Vegetative Waste and any section shall not be more than 8 feet in length and shall be under 60 pounds.

White Goods shall mean appliances that do not contain freon such as water heaters, ranges, washers, dryers, dish washers and other similar domestic appliances.

Section 2. Franchise Area

The Contractor shall provide Curbside Residential Solid Waste Collection and Curbside Residential Recyclable Collection Services in each Franchise Area awarded. These services shall be provided to all current and future Customers in accordance with the Level of Service described in this Contract.

Exclusive Franchise. The authority to provide Residential Solid Waste and Recyclable Collection Services in the Franchise Area shall be exclusive to the Contractor. No other person or entity except the Contractor may offer or provide Residential Solid Waste Collection Service or Residential Recyclable Collection Service in the Franchise Area. The County agrees to assist the Contractor in taking timely action against any entity violating the provisions of this Section.

Services Not Exclusive to the Contractor. Residential Solid Waste collection services provided by the Contractor under this Contract but which are not exclusive to the Contractor are Additional Trash and Vegetative Waste Collection, Roll-off container services, and collection of commercial garbage and trash.

Section 3. Services to be Provided

Basic Services to Be Provided and Frequency and Hours of Service. The following basic Curbside Residential Solid Waste and Recyclable Collection Services may be provided Monday through Friday from 6:00 a.m. to 8:00 p.m., unless otherwise authorized by the Contract Manager:

Curbside Residential Garbage and Recyclable Collection Services. The Contractor shall collect Garbage and Recyclables from each Residential Premise.

Curbside Vegetative Waste Collection Services. The Contractor shall collect from each Residential Premise in the Franchise Area up to three cubic yards (25-30) bags of Bundled Vegetative Waste once per week during the days Monday through Friday. In the event that the Customer sets out more than three cubic yards of Vegetative Waste on the Vegetative Waste collection day, the Contractor may either collect all of the Vegetative Waste set out or collect three cubic yards and place a tag on the remaining waste indicating that the amount of Vegetative Waste set out exceeded the three cubic yard limit. The Contractor shall remove the Vegetative Waste from any plastic bag used as a container before placing the Vegetative Waste in the collection vehicle. The Contractor shall retain the plastic bag on the collection vehicle separate from the Vegetative Waste for later disposal as Garbage or return it to the residential customer's container. Plastic bags are not acceptable contamination.

Curbside Bulk Waste Collection Services. The Contractor shall collect from each Residential Premise in the Franchise Area up to three cubic yards of Bulk Waste once per week during the days Monday through Friday. Excess bulk over the limit are tagged and collected the following week or the customer could pay for additional service through their hauler.

Community Cleanups. The Contractor shall provide up to two community cleanups, within the Franchise Area, each calendar year in areas designated and scheduled by the Contract Manager, and shall collect up to 100 tons per year. The Contractor shall provide collection and hauling personnel and services and equipment at the expense of the Contractor. During the cleanup, the Contractor shall collect only Solid Waste.

Manner of Collection. The Contractor shall collect Garbage and Trash, Vegetative Waste, Bulk Waste, and Recyclables with as little disturbance as possible and shall leave any receptacle at the same point at which it was collected. Throwing of any Cart, Garbage Can, Container or Recyclable Container is prohibited. The Contractor shall neatly re-place the Cart Container, Recyclable Container, and Garbage Can to the point of collection.

Transition Plan

The Contractor shall participate in frequent and on-going transition meetings conducted by the Contract Manager or designee to plan and manage the transition process so that there is no service interruption. The Contractor shall ensure that there is a smooth transition and implementation of the new Franchise Contract so that inconvenience to Residential Customers is 'minimized. To assist in

accomplishing this smooth transition, no later than thirty (30) Days following the Notice to Proceed, the Contractor shall submit to the County a transition plan that provides a detailed description of how the Contractor will plan and prepare for collection during the transition period. At a minimum, the Contractor shall address the following specific performance requirements in their transition plan and accomplish them according to the stated deadlines:

Coordination meeting with the outgoing Contractor and County staff.

Schedule of transition meetings with County staff leading up to the commencement date.

Schedule for opening an office in Orange County.

Schedule for obtaining all necessary labor, vehicles, equipment, and containers and ensuring all vehicles are street legal (registered, licensed, and tagged) prior to commencement date.

Schedule for providing a vehicle and equipment list and route summary to the Contract Manager.

Schedule for onsite training for RFID & GPS system web-based data acquisition.

Schedule for training labor and conducting dry-runs of routes with their collection vehicles

The Contractor shall provide a Roll Cart Inventory to the Contract Manager on a quarterly basis.

Additional Services to be Provided

Collection of Additional Trash and Vegetative Waste. The Contractor shall collect Additional Trash and Vegetative Waste from any Residential Premise requesting such service at the charge per cubic yard specified in the Bid Response Form, as adjusted under provisions of Attachment D. The volume of waste material for which these additional services are provided shall be agreed to in advance by the Contractor and Customer. This service shall not be exclusive to the Contractor. Customer shall retain the option of engaging another hauler for the collection of Additional Trash and Vegetative Waste.

Accessibility. A customer who resides on a private road or unpaved road must allow access or place the residential Garbage, Trash, Vegetative Waste, Bulk Waste and Recyclables on the nearest accessible right-of-way. The Contractor shall make arrangements to get the required access to service gated communities. The Contractor shall pick up all Garbage, Trash, Vegetative Waste, Bulk Waste and Recyclables that are set out in accordance with Orange County standards within six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. The Contractor shall provide Rear Door Collection services at no charge to the Disabled Persons who have applied to the County and have been authorized by the Contract Manager to receive such service. In the event an appropriate location for Rear Door Collection cannot be mutually agreed to by the Disabled Person and Contractor, the Contract Manager shall designate the location for pickup. Contractor employees shall only be allowed access to private property to the extent required to collect Garbage, Trash, Vegetative Waste, Bulk Waste and Recyclables.

Routes and Schedules. On or before November 1 of each year, the Contractor shall, in a format acceptable to the Contract Manager, provide to the County a map of each Route and the scheduled days for collection of Garbage, Recyclables, Vegetative Waste, and Bulk Waste in the Franchise Area. The Contractor shall keep Route maps, schedules, and Customer counts current at all times and

shall abide by the schedules and Routes filed with the Contract Manager. Contractor shall notify the County of any failure to complete a Route prior to 8:00 p.m. of the day of the Route.

Collection Resources. Annually by May 1 of each year, Contractor shall provide to the County the following information: Number of employees by classification; list of collection vehicles by type, including model and age.

Changes to Routes and Schedules. The Contractor may change the scheduled days for collection and/or routes only after securing the Contract Manager's written authorization. In the event that the Contract Manager authorizes a change in routes or schedules that alters the day of pickup for any service, which authorization will not be unreasonably withheld, the Contractor shall, at its expense, notify each affected Customer by mail or other manner approved by the Contract Manager not less than one week prior to the change.

Street Closures. The Contractor shall not interrupt the regular schedule and quality of Curbside Residential Solid Waste and Recyclable Collection Service because of street closures or other denial of access.

Subscription Rear Door Collection. Upon the request of a Customer, the Contractor may provide Rear Door Collection services at a charge not to exceed

\$13.50 per month per Residential Premise which may be adjusted by the County annually. This amount is separate and apart from the compensation paid to the Contractor for other services provided under this Contract, and the County shall not be responsible for any payment for this Subscription Rear Door Collection.

Spillage. The Contractor shall not litter or cause any spillage to occur upon the Residential Premises, roadway, or the right-of-way wherein the collection shall occur. During hauling, all solid waste, vegetative waste, bulk waste, and recyclable material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the County or the Customer. Spilled Solid Waste and Recyclables shall be cleaned up immediately by the Contractor. Remediation and costs of all damage caused by the Contractor as a result of any spillage shall be the responsibility of the Contractor.

No Biohazardous or Hazardous Waste. Contractor shall not collect Biohazardous or Hazardous Waste nor dispose of such waste at any Designated Facility. Contractor shall refuse to collect Solid Waste from a Customer if the Contractor believes that such Solid Waste contains Biohazardous or Hazardous Waste, and shall immediately notify the Contract Manager of such occurrence. The County shall have the right to inspect the Solid Waste and Recyclables deposited by Contractor at any time to determine whether such Solid Waste or Recyclables contains Biohazardous or Hazardous Waste, and to take any necessary action to insure that Customer ceases placement of such material into the Orange County system.

Services During and Following Emergency Conditions.

Variations from Contracted Services. In the event of any emergency or natural disaster, such as a hurricane, tornado, severe storm, or flood, the Contract Manager may grant the Contractor a variance from regular routes and schedules and disposal sites for the time period in which the emergency exists. The County shall make every effort through the local media to inform the public of

changes in Contractor services resulting from the event and when regular service and schedules are resumed. The Contract Manager will advise the Contractor when it is anticipated that normal routes and schedules will be resumed. The Contractor will give Orange County the highest priority and dedicate those vehicles used in routine collection service in Orange County to collection in Orange County during the emergency and during emergency recovery periods.

Contractor Unable to Provide Contracted Services. In the event that a Contractor is unable to provide adequate services as specified in this section, the County may direct other Contractors to provide those services. In such case, the County reserves the right to deduct the cost from a payment to the Contractor for all costs and charges in

connection with the provision of such services for which Contractor is obligated under this Contract to provide.

Rapid Recovery from Disaster. The clean-up from some natural disasters may require that the Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster. The Contractor shall receive extra compensation above the normal compensation contained in this Contract to recover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses provided the Contractor has secured written authorization from the Contract Manager prior to the work being performed. All such costs may be audited by the County prior to payment.

Disaster Response Plan. The Contractor shall develop and provide to the County a disaster preparedness and response plan for Orange County operations by March 1 of each year. This plan shall include provisions for additional personnel and equipment, adjusting collection schedules (including adding collection days) where necessary, and fuel access. The Contractor shall establish a reasonable, verifiable basis for charges and be able to demonstrate a base-line of costs. In the event that excess work resulting from a natural disaster is compensated by the Federal Emergency Management Agency, or any other local, state or federal agency, the extra compensation shall be subject to such agency's approval. The Contractor shall be familiar with Federal Emergency Management Agency documentation requirements and shall provide the necessary documentation for submission of cost reimbursement requests. The Contractor shall submit his documentation of costs in a format approved by the County as a condition of being paid for additional personnel and equipment pursuant to this section.

Customer Services.

Complaints. All complaints received by the County will be immediately forwarded to the Contractor by telephone, e-mail or facsimile where the complaint shall be documented and recorded by the Contractor on a form approved by the Department. The complaint shall be resolved within twenty-four hours after it is received by the Contractor. When the complaint is received after twelve o'clock noon on a Saturday or a day preceding an approved holiday, as specified in this Contract, it shall be resolved by the Contractor not later than the next working day. Upon resolution, the Contractor shall notify the Department within twenty-four hours, by telephone, e-mail or facsimile, of the action taken to resolve the complaint.

Customer Noncompliance. When Garbage, Trash, Vegetative Waste, Bulk Waste, or Recyclable Materials are not prepared properly for collection, the Contractor shall provide written notification to

the Customer of the reason the material in question was not collected and provide the Customer information on how to properly prepare the materials for collection. The initial contact shall be by the Contractor's collection crew by leaving a written notice or tag on the container of the material in question. If the Customer does not comply after the initial contact, the Contractor shall notify the Contract Manager by telephone on the next scheduled collection day for the applicable type of service.

New Customers. The Contractor shall respond to a new Customer entitled to Solid Waste and Recyclable Collection Service within two days after County notification. Contractor shall furnish to new Customers collection schedules, rates, brochures, and written materials provided by the County.

Public Awareness. At the request of the Contract Manager, the Contractor shall deliver to Customers in the Franchise Area any brochures or other written materials in connection with the County's Public Awareness Program at no additional charge to the County or the Customer. The Contractor shall provide information to the Contract Manager about those customers who do not participate in the recycling program and customers who repeatedly do not prepare or set out their Recyclables or solid waste as specified within this Contract to the County.

Section 4. Service Changes for Public Welfare

The County shall have the authority to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Contract relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclables as shall from time to time be necessary and desirable for the public welfare and shall have the authority to adjust the boundary of any Franchise Area; provided, however, that any such rule or regulation shall be delivered to and accepted for by the Contractor. The County will give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recyclables set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor will be reasonably and appropriately compensated as determined by negotiation and Contract between the County and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Contract under this Section.

Section 5. Title to Solid Waste and Recyclables

From the time of placement of Solid Waste and Recyclables at the curb or other approved area for collection, the County will, at all times, hold title and ownership to all Residential Solid Waste, including Garbage, Trash, Vegetative Waste, Bulk Waste, Recyclable Material and all other waste collected by the Contractor pursuant to this Contract, and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials other than at the Designated Facilities without specific written authorization from the Contract Manager. When delivering waste to a Designated Facility, Contractor shall provide the route number from which waste was collected.

Section 6. Office and Equipment Yard

The Contractor shall maintain an office and equipment yard in Orange County. The Contractor shall maintain a toll free telephone number(s) where service inquiries and complaints can be received by the Contractor.

The Contractor's office shall assure toll-free telephone access for each Customer served by the Contractor pursuant to this Contract and shall be equipped with sufficient telephones and shall have sufficient, trained, responsible persons on duty on each scheduled pickup day during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Contractor shall also designate a representative for emergency calls at any time. If Customers cannot contact the Contractor within a reasonable time as determined by the Contract Manager, the County may require installation of additional telephones and Customer service personnel. The Contractor shall have at all times a competent and reliable English-speaking representative at the office authorized to act on its behalf. The Contractor shall provide either a telephone answering service or mechanical/electronic device to receive service inquiries and complaints during those times when the office is closed. The Contractor shall have a copy of this Contract on file for inspection, upon request of the general public, at its principle place of business.

Section 7. Vehicles and Equipment

The Contractor shall have on hand at all times and in good working order such vehicles and equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Contract. No collection vehicle used to perform services outline in the Contract shall be older than seven years throughout the term of this contract. The Contractor shall also have available reserve vehicles and equipment that can be put into service within two hours of any breakdown. Collector may change equipment from time to time with prior written approval from the Contract Manager and shall revise inventory accordingly. Prior written approval shall be obtained from the Contract Manager to move vehicles and equipment from assigned routes. By December 1, 2015, and semi-annually (every six months) thereafter, the Contractor shall provide in a format specified by the Contract Manager a list including the VIN number, the truck number and the route number of the vehicles and equipment to be used by the Contractor to provide services relating to this Contract. However, in no event shall the number of vehicles be fewer than the number of vehicles shown on the most recent inventory provided by Contractor. Vehicles utilized by Contractor in the performance of Curbside Residential Solid Waste and Recyclable Collection Services shall be clearly identified in a manner approved by the Contract Manager with the Contractor's name, collection zone number, phone number of the Contractor's local office, truck number and tare weight, which shall be determined by the County. Letters and numbers shall be at least four inches high.

The County requires the use of Compressed Natural Gas (CNG) in collection service vehicles. The Contractor's residential collection fleet shall be fully comprised of vehicles using Compressed Natural Gas CNG within eighteen (18) months after the contract award.

Garbage and Vegetative Waste Collection Vehicles. Contractor shall provide and maintain vehicles of the type specified for the awarded Lot.

The body of each truck used in the collection and transportation of Residential Solid Waste in the Franchise Area shall show an affixed symbol on each side of the vehicle, whose specifications will be provided by the County.

Only vehicles showing the approved permanently affixed symbol shall collect Residential Solid Waste in the Franchise Area without the prior written approval of the Contract Manager. Any such marked vehicle used for collection of Residential Solid Waste in the Franchise Area shall not be used in any solid waste collection or transportation function other than collection of Residential Solid Waste in a Franchise Area. Specifically, such vehicles shall not be used for collection of any material other than

Residential Solid Waste nor shall it be used for any purpose outside of a Franchise Area other than for transporting Residential Solid Waste to a Designated Facility, without the prior written approval of the Contract Manager. Contractor shall daily record the vehicle(s) assigned to each route, maintain such information for a period of one year, and provide such information in an electronic format approved by the Contract Manager semi-annually (every six months) for the preceding six months by July 1 and January 1 to the Contract Manager upon request.

All vehicles used to provide collection services under the Franchise Contract shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by applicable laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a large dustpan; (d) a spill response kit; (e) an audible backup warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's collection vehicles.

Contractor shall employ an Automated Vehicle Locator (Global Positioning System) system for its Garbage, Recycling and Vegetative Waste collection vehicles that meets the following standards:

The Automated Vehicle Locator system shall collect and record the following information for each vehicle collecting within the Franchise Area for each collection day:

Route traveled, recorded no less frequently than every five minutes, displayed on a franchise area map.

If the collection vehicle is a rear loader, each location that the collection vehicle operated its packer blade.

If the collection vehicle is an automated collection vehicle, each location that the collection vehicle operated its mechanical arm.

Sensors used to collect and record this information shall be secured and tamper-resistant to the satisfaction of the County.

The Contractor's collection vehicles shall be equipped with a vehicle locator system using the global positioning system (GPS) and a web-based routing software system capable of monitoring the vehicles' movements for customer service and operational improvement processes. Contract Manager and staff shall have access to this system in real time (web-based).

The Contractor shall define a Geofence around the area to be served, encompassing only Residential Premises to be served and adjacent roadways. Such Geofence shall be provided to and approved by the County before service is provided. The Geofence shall specifically exclude commercial areas and other areas within the Franchise Area not served under this Contract. The Contractor shall revise the Geofence to reflect additional Residential Premises to be collected, upon approval by the County.

Under Lots 2 and 3 options, the Contractor's collection vehicles shall be equipped with Radio-Frequency Identification (RFID) reading equipment that is compatible with the RFID tags specified for the Roll Carts. The RFID reading equipment shall be supplied and maintained by the Contractor. Data acquired with the RFID reading equipment will be used to: (a) track collection events for customer service purposes, dispute resolution, and program participation; (b) track and verify the location of Containers; (c) track repairs that are required/have been performed; and (d) provide additional Solid

Waste collection information, as requested by the County. The Contract Manager and Orange County (SW) office personnel shall have access to this system; (should be web-based).

The Automated Vehicle Locator System shall report any instance where a rear loader packer blade or automated collection vehicle mechanical arm is actuated outside the Geofence.

The Contractor shall provide the following reports in electronic format, to the County by 10:00 a.m. the business day following each day of collection:

Automated Vehicle Locator Report A - Map of routes traveled in the Franchise Area and locations where each vehicle operated its packer blade (rear loaders) or mechanical arm (automated collection vehicles).

Automated Vehicle Locator Report B - Exception report listing each occurrence where a vehicle operated its packer blade (rear loaders) or mechanical arm (automated collection vehicles) outside the Geofence.

The Contractor shall provide the County with real-time WEB access to automated vehicle locator system to enable County to identify location of each collection vehicle and the route traveled by each vehicle up to the time of inquiry.

Light Utility Trucks. Light utility trucks may be used in remote areas and on private- improved or dirt roads to allow for the provision of normal service, as described in this Contract, to those customers in its service area. On or before January 1, 2016, and annually on November 1 thereafter, during the term of the Contract, the Contractor shall submit a descriptive listing of light utility trucks to be utilized as part of this Contract to the Contract Manager for approval.

Recyclable Collection Vehicles. Contractor shall provide and maintain vehicles of the type specified for the awarded Lot. All vehicles utilized for the collection of recyclables materials shall be clearly identified for that purpose.

Condition of Equipment. All vehicles shall be kept in a clean and sanitary condition and in good repair. Vehicles shall be washed on the inside and outside no less frequently than weekly or as directed by the Contract Manager. Any vehicle emitting excessive odor shall be taken out of service and washed prior to being placed back in service. All vehicles and auxiliary equipment shall be regularly maintained in a manner necessary to prevent discharge of Solid Waste, Recyclable Material, oil, hydraulic fluids, and other fluids into the environment. Vehicles shall not emit visible air emissions during normal operation. Vehicles shall comply with all applicable noise ordinances and laws.

Paint on vehicles shall be maintained, and peeling paint and missing paint shall be promptly repaired by the Contractor. Collection trucks may be inspected periodically by the Contract Manager to assure compliance with this Contract. Vehicles failing to maintain these standards shall be taken out of service until proper vehicle condition has been restored.

Spills of Fluids. Vehicle crews shall immediately place absorbent material onto spilled fluids. The absorbent material shall be picked up and disposed of in a manner and facility approved by competent authority. The Contractor shall notify the Contract Manager of the spill within 24 hours and is responsible for paying all costs associated with transportation and disposal of the absorbent material whether at the County facilities or other facilities. Remediation and costs of all damage caused by the Contractor or its personnel, including environmental damage, from spillage of fluids, including

hydraulic fluid or other fluids or other materials or wastes released from Contractor's trucks or equipment, shall be the responsibility of the Contractor. The County retains the right to determine the successful completion of all required remediation.

Equipment Required on Vehicles. All collection vehicles shall carry a broom, a shovel, a fire extinguisher, absorbent materials and other equipment necessary to clean up any spilled materials.

Inspection of Vehicles and Equipment. The Contract Manager may inspect the operations, vehicles, and equipment of Contractor at any reasonable time upon giving of reasonable notice and the Contractor shall admit the Contract Manager to make such inspections.

Section 8. Contractor Personnel

Contractor's Operations Manager. The Contractor shall assign a qualified person or persons to be in charge of the operations within the Franchise Area and shall name a backup manager, and shall give the names and telephone numbers of the persons to the Contract Manager. The Contractor's Operations Manager or designee shall meet with the County's Contract Manager monthly at a time to be mutually determined.

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under the Franchise Contract. The County shall have twenty-four (24) hour access to the Contractor's General Manager, Operations Manager, or designee. The Contractor's General Manager and Operations Manager(s) shall reside in Orange, Lake, Osceola or Seminole County.

Uniforms. The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name during operations. Contractor's personnel shall maintain a neat and professional appearance.

Valid Driver's Licenses. Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.

Operations and Safety Training. The Contractor shall provide operating and safety training for all personnel, and personnel shall not scavenge Solid Waste or Recyclables.

Personnel. The Contractor shall use competent, qualified, sober personnel to provide the services required by the Franchise Contract. The Contractor shall devote sufficient personnel, time, and attention to its operations under the Franchise Contract to ensure that its performance will be satisfactory to the County. The General Manager shall be the primary point of official contact on behalf of the Contractor for all technical and administrative matters pertaining to the Franchise Contract. The General Manager shall oversee and implement the Contractor's performance under the Contract.

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty.

All of the Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall instruct its employees to avoid loud or profane language at all times

during the performance of their duties under the Contract. Contractor's employees shall not conduct themselves in a negligent, disorderly, or dishonest manner.

Polite and Courteous Behavior. The Contractor's employees shall treat all customers in a polite and courteous manner. All personnel of Contractor shall refrain from belligerent behavior and profanity. Personnel shall not request tips or payment of any kind from Customers. Correction of any such behavior and language shall be the responsibility of the Contractor.

Safety

A - Employee Training and Licenses

All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Contract and all applicable law. The County has the right to review the Contractor's training records.

At all times when operating vehicles: or equipment pursuant to the Contract, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

B – Contractor's Safety Program

The Contractor shall develop, implement, and maintain a safety plan for all of its operations under the Franchise Contract. The safety plan shall comply with the requirements in ANSI standards for Solid 'Waste collections operations and equipment, OSHA, and all other applicable law. The Contractor shall comply with its safety plan at all times. A copy of the safety plan shall be provided to the County within 90 days after Contract award.

The Contractor shall appoint an employee who is qualified and authorized, as defined by ANSI and OSHA, to supervise and enforce safety compliance.

The Contractor shall provide routine safety training to all of its employees, in compliance with ANSI, OSHA, and all other applicable law. Documentation of the Contractor's training program, and the successful training of each employee, shall be maintained on file and shall be provided to the County upon request.

Section 9. Employee Wages and Benefits

The Contractor shall comply with all applicable local, state and federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The Contractor shall provide, at a minimum, one week paid vacation leave per year, and one week paid sick leave per year, and paid holiday leave or an equivalent combination of paid leave options. The Contractor shall offer, at the Contractor's expense, medical insurance benefits for its employees. Contractor funding shall be, at a minimum, 80 percent of all medical insurance premiums, with no more than a \$400.00 per individual deductible per year. Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear, and safety equipment at its expense.

Section 10. Financial Reports

Contractor shall provide to the County annually a certified financial statement and report that includes a balance sheet, income statement showing revenue from solid waste and recyclable collection, net revenues and percentage of total contract costs for providing recycling services. The report shall include the opinion of a Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with generally accepted accounting standards which include tests and other necessary procedures, that the financial statements are fairly presented in all material aspects and in conformity with generally accepted accounting procedures. The report shall identify any owner of the Contractor that holds a ten percent or greater amount of the Contractor's equity value. The annual audit shall be delivered to the County within one hundred and twenty days of the twelve month period ending the Contractor's fiscal year.

Section 11. Administrative Charges to Contractor for Failure to Perform

The County shall have the right to collect administrative charges from the Contractor for the specific failures or actions identified in this Section, which also stipulates the process for imposing the administrative charges and the due process to be followed by the Contractor and the County. Provisions of this section and the administrative charges listed shall be administered on the basis of each Franchise Area.

Failure to Meet Schedule for Post Award Contractor Deliverables. Failure to provide any Post Award Contractor Deliverable listed on Attachment B – Procurement Schedule by the scheduled date shall result in an administrative charge of \$5,000 per deliverable per calendar day.

Service Complaints. All complaints received by the Contractor or Contact Manager and reported to the Contractor shall be promptly resolved pursuant to applicable terms of this Contract. Complaints shall not include customer informational requests or Recycling Container requests. Service complaints shall include but are not limited to the following:

Commingling garbage and trash with Vegetative Waste and/or Recyclable Materials Throwing of garbage cans or recycling containers

Failure to collect Recyclable Materials or Solid Waste on schedule

Failure to replace Containers and Recyclable Containers to the point of collection

A Complaint not resolved in accordance with the terms of this Contract shall count as two complaints. In the event complaints received by curbside customers exceed any of the following percentage(s):

<u>Complaint Type</u>	<u>Monthly</u>
Garbage, Trash and Damage	0.5%
Recyclables	0.25%
Vegetative Waste	0.35%

Of the customers in the Franchise Area served by the Contractor during any calendar year, the Contract Manager shall levy \$100.00 administrative charges for each incident exceeding these percentages, for a given month.

Use of Solid Waste or Recyclable Collection Vehicles Designated for Franchise Area Outside Franchise Area without Prior Written Approval of Contract Manager. Use of any collection vehicle outside the Franchise Area without prior written approval of the Contract Manager shall result in the following:

\$5,000.00 administrative charge for first day any collection vehicle is used outside the Franchise Area.

\$10,000.00 administrative charge for the second day any collection vehicle is used outside the Franchise Area.

\$50,000.00 administrative charge for the third and each additional day thereafter that any collection vehicle is used outside the Franchise Area.

Use of Solid Waste or Recyclable Collection Vehicles Designated for Franchise Area for Collection from other than Customers without Prior Written Approval of Contract Manager. Use of any collection vehicle for collection of materials from other than Customers in the Franchise Area without the prior written approval of the Contract Manager shall result in the following:

\$5,000.00 administrative charge for first day any collection vehicle is used outside the Franchise Area.

\$10,000.00 administrative charge for the second day any collection vehicle is used outside the Franchise Area.

\$50,000.00 administrative charge for the third and each additional day thereafter that any collection vehicle is used outside the Franchise Area.

Use of Solid Waste or Recyclable Collection Vehicles Not Registered and Properly Identified for Use in Franchise Area without Prior Written Approval of Contract Manager. Use of any Solid Waste or Recyclable Collection Vehicle for Collection of Residential Solid Waste or Recyclables in the Franchise Area that has not been registered with the County in accordance with this Contract or which does not display all required information and symbols shall result in payment of any solid waste disposal costs incurred by the non-approved vehicle and the following:

\$1,000.00 administrative charge per vehicle per day.

Change Routes without Proper Notification. Changing routes without proper notification will result in the following:

\$2,000.00 administrative charge per route.

Failure to Make Proper Notification and Clean Up Automotive Fluid Spillage. Failure to make proper notification and clean automotive fluid spillage other than specified elsewhere in this Section shall result in the following:

\$1,000.00 administrative charge for each failure to notify Contract Manager within twenty-four (24) hours of spill.

\$2,500.00 administrative charge per day, per incident for failure to clean up spillage of automotive fluid required to be cleaned up by and in accordance with the Orange County ordinances.

\$1,000.00 administrative charge per day for failure to provide post cleanup in a manner acceptable to the Contract Manager.

Failure to Make Proper Notification and Clean Up Leachate Spillage. Failure to make proper notification and clean leachate spillage other than specified elsewhere in this Section shall result in the following:

\$1,000.00 administrative charge for each failure to notify Contract Manager within twenty-four (24) hours of spill.

\$2,500.00 administrative charge per day, per incident for failure to clean up spillage of leachate required to be cleaned up by and in accordance with the Orange County ordinances.

\$1,000.00 administrative charge per day for failure to provide post cleanup in a manner acceptable to the Contract Manager.

Failure to Service Route. Failure to complete, either partially or totally, a route on the regular scheduled collection day shall result in the following:

\$2,000.00 administrative charge per day for a route partially serviced.

\$5,000.00 administrative charge per day for an entire route not serviced.

Collection Prior to 6 a.m. Collecting Solid Waste or Recyclable materials prior to 6 a.m. as per Orange County ordinance shall result in the following:

\$1,000.00 administrative charge per vehicle per day.

Commingling. Commingling Garbage and Trash with Vegetative Waste and/or Recyclable Materials in the same vehicle shall result in the following:

\$1,000.00 administrative charge per vehicle per day.

Cart Provision/Replacement. Failure to provide or replace a cart within the required period of time shall result in the following:

100.00 administrative charge per household per day.

Failure to Repair Damage to Property. Failure to repair damage, including damage caused by Contractor, or its agents, employees or subcontractors, in a manner and schedule acceptable to the Contract Manager shall result in the following:

\$500.00 administrative charge per incident, per day.

Other Performance Standards and Administrative Charges.

The Contract Manager may also levy administrative charges for safety infractions of the Contract without regard to the percentage of customer complaints as follows:

<i>Infraction</i>	<i>Section</i>	<i>First incident</i>
Any moving violation upon conviction	Section 6. General Terms and Conditions. Legal Requirements	\$1,000.00 per day
Operator not licensed	Section 8. Contractor Personnel	\$1,000.00 per day
Vehicle not licensed	Section 7. Vehicles & Equipment	\$1,000.00 per day
Operating unsafe equipment	Section 7. Vehicles & Equipment	\$1,000.00 per day

The Contract Manager may also levy administrative charges for all other infractions of this Contract beginning with the third reported infraction per calendar year, without regard to the percentage of customer complaints as follows:

<i>Infraction</i>	<i>Section</i>	<i>First Incident</i>	<i>Second Incident</i>	<i>Third Incident</i>
Failure to provide clean and sanitary equipment.	Section 7. Condition of Equipment	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to maintain office hours required.	Section 6. Office	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to display required vehicle information.	Section 7. Vehicles & Equipment	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to provide documents and reports in a timely and accurate manner.	Attachment B	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter

Failure of collection employee to wear proper uniform.	Section 8. Contractor Personnel	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to display name and phone number, and if applicable, size on equipment.	Section 7. Vehicles and Equipment	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to provide schedule and route maps.	Section 3. Routes and Schedules	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter

The Contract Manager may also levy administrative charges for all other infractions of this Contract at \$100.00 per incident per day beginning with the third reported incident per zone per calendar year, without regard to the percentage of customer complaints as follows:

<i>Infraction</i>	<i>Section</i>	<i>First Incident</i>	<i>Second Incident</i>	<i>Third Incident</i>
Failure to replace/repair damaged roll cart within required period of time	Lot 2 and Lot 3	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to replace damaged container/garbage can within required period of time.	Lot 1	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to submit service change notice to either Consumer or Contract Manager.	Section 3. Changes to Routes and Schedules	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to collect Solid Waste or Recyclable Materials for any Consumer who has been missed more than three times per calendar year.	Section 3. Services to be Provided	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to respond to Consumer calls in a timely and appropriate manner.	Section 3. Consumer Services	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to place a contamination sticker in Recyclable Containers, as necessary.	Section 3. Customer Noncompliance	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to replace or provide Roll Carts within five business days if the number of failures exceeds 3% of the total monthly requests for that zone	Lot 2 & Lot 3	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to replace or provide Recyclable Container within five business days if the number of failures exceeds 3% of the total monthly requests for that zone.	Lot 1	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter

<i>Infraction</i>	<i>Section</i>	<i>First Incident</i>	<i>Second Incident</i>	<i>Third Incident</i>
Failure to completely empty any Garbage receptacle; Recycle bin, or Yard Waste receptacle.	Section 3. Manner Of Collection	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to tag non-compliant Waste left at the curb.	Section 3. Customer Noncompliance	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to remove bags from yard waste	Section 3. Services to be Provided	Infraction Penalty Withheld	Infraction Penalty Withheld	\$500.00 per incident, per vehicle, per day thereafter
Failure to return cart, can or bin to the original location the customer placed it. out.	Section 3. Manner of Collection	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter
Failure to properly place and/or contain garbage within the vehicle during collection, including failure to clean up. area after collection	Section 3. Manner of Collection	Infraction Penalty Withheld	Infraction Penalty Withheld	\$100.00 per day thereafter

County Repair of Damage. In the event the Contractor fails to repair damages caused by Contractor within the period of time provided within this Contract, the Contract Manager may arrange for the repairs and impose an administrative charge to the Contractor for the cost of the repairs and any applicable administrative expenses.

Deduction of Administrative Charges from Payment to Contractor. For the purpose of this Section, the Contract Manager will notify the Contractor in writing of the County’s intent to deduct any administrative charges from payments due or to become due to the Contractor for services provided under this Contract. The Contract Manager will provide to Contractor an itemized list of each instance in which Contractor failed to meet the Service Standards specified in this Contract, including the nature of the failure, date, time, location, and any other available and applicable information. Such itemized list will be provided to the Contractor monthly, and will include all failures to perform within the standards of this Contract within forty-five days of the occurrence.

Due Process – Contractor’s Right to Contest Administrative Charges. In the event the Contractor wishes to contest such assessment it shall, within five days after receiving such notice, request in writing an opportunity to be heard by the Contract Manager and present its explanation and any basis on which the Contractor believes any recorded failure to perform within the standards of this Contract is inaccurate. The Contract Manager will notify the Contractor in writing, through the Procurement Manager, of any action taken with respect to the Contractor’s claim. Contractor may further appeal, in writing, the decision of the Contract Manager, through the Manager of the Procurement Division, to the Solid Waste Division Manager, then to the Utilities Director and the decision of the Utilities Director will be final.

Section 12. Change of Law

The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. To the extent that any law effective after the opening and awarding of bids for this Contract is in conflict with, or requires changes in, the provisions of services to be provided under this Contract, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Contract as a result of change in law.

Section 13. Severability

Certain provisions of this Contract are vital to the relationship of the Contractor and the County. Should any material provision, word, sentence or phrase, of the Contract be stricken by a court of competent jurisdiction, or the occurrence of any court rendering any provision of the Contract void, the County will have the right to terminate this Contract or, at the County's option, require renegotiation of that portion of the Contract that has been stricken in order to negotiate a mutually acceptable replacement language consistent with the ruling of the court.

For any other provisions of the Contract, the invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any such void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. As to these other provisions, the parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Section shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract, at the option of the County, be determined to be void.

Section 14. Assignment and Subletting

No assignment of this Contract or any right occurring under this Contract shall be made in whole or part by the Contractor without the express written consent of the County. The County will have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Contract made by the Contractor without the express written consent of the County shall be null and void and grounds for the County to declare a default of this Contract and immediately terminate this Contract by giving written notice to the Contractor, and upon the date of such notice this Contract shall be deemed immediately terminated.

Upon such termination, all liability of the County under this Contract to the Contractor shall cease, and County will have the right to call the performance bond and will be free to negotiate with other contractors or any other person or company for the service of the Franchise Area that is the subject of this Contract. In the event of any assignment, assignee shall fully assume all the liabilities of the Contractor.

Section 15. Independence of Parties

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative, or employee of the County for any purpose whatsoever. The Contractor shall remain an independent contractor with respect to all services performed under this Contract.

Section 16. Annexations

Adjustments to Franchise Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor.

Section 17. Public Entity Crimes

No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor shall comply with Florida Statutes Section 287.133, as amended, or its successor.

Section 18. Drug Free Work Place

Contractor shall complete a County-approved Drug Free Work Place Form annually by January 1 in accordance with Section 287.087, Florida Statutes.

Section 19. Non-Discrimination

The Contractor, in performing under this Contract, shall not discriminate against any worker, employee, or applicant or any member of the public because of race, creed, color, sex, age, or national origin, nor otherwise commit an unfair unemployment practice on such basis.

Section 20. Points of Contact

All dealings, contacts, notices, and payments between the Contractor and the County shall be directed by the Contractor to the Contract Manager or Contract Manager's designee, and by the County to the Contractor's Project Manager, each of whom shall be designated and identified to the other party upon execution of this Contract.

LOT 1 - MANUAL COLLECTION OF GARBAGE TWICE PER WEEK AND RECYCLABLES ONCE PER WEEK .

1. SERVICES TO BE PROVIDED

Contractor shall collect Garbage, Recyclables, Vegetative Waste, and Bulk Waste, conduct Community Cleanups, provide Additional Services. The collection of Vegetative Waste and Bulk Waste, Community Cleanups, and Additional Services shall be provided in accordance with provisions of this solicitation. In each Franchise Area, Contractor shall collect the contents of an unlimited number of containers of Garbage, but no more than two containers of material from minor household repairs and minor remodeling jobs. Contractor shall thoroughly empty containers. Garbage collection shall occur twice per week, either Monday and Thursday or

Tuesday and Friday. Recyclable collection shall occur once per week. The Contractor shall collect Recyclables from up to two bins provided by the County and any additional material in paper bags. The County reserves the right to add or delete materials to the list of Recyclable Materials that shall be collected by the Contractor and to add or delete materials, so long as the current recycling collection procedure is not materially impacted, as determined by the County.

Holidays. The following days shall be the Contractor's holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day (except that Vegetative Waste and Recyclables shall be collected on New Year's Day if it is a regularly scheduled collection day). The Contractor is not required to provide service or maintain office hours on the above designated holidays except for New Year's Day. Services not provided on the designated holidays shall be provided on the next scheduled collection day for the type of service for Customers not serviced because of the holiday. Customers not receiving Vegetative Waste collection service due to a holiday shall be entitled to Vegetative Waste collection service limited to six cubic yards of yard waste on the next scheduled pickup day for Vegetative Waste. No Bulk Waste collection service shall be provided when a Contractor Garbage holiday has occurred during that week.

Distribution of Recyclable Containers. The Contractor shall ensure adequate distribution of Recyclable Containers as supplied by the County to each Residential Premise in the Franchise Area. The title to these Recyclable Containers will be vested with the County. Customers may use their own containers or paper bags as long as they are suitable for the service. Contractor shall also promptly deliver Recycling Containers or Containers as requested by the County on behalf of the residential customers for the purpose of setting out excess Recyclable Materials or for new residential customers within five (5) business days of the request by the County.

Replacement of Containers Damaged by Contractor. The Contractor shall replace at its expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or his employees. Replacement Recycling Containers or Containers designated for Recycling for Residential

Premises will be provided by the County with the cost for replacement containers deducted from the Contractor's monthly fees. The Contractor shall replace the Recycling Container within five (5) business days of request by the County.

Replacement of Recyclable Containers Lost or Damaged by Customer. The County, at its expense, will supply to the Contractor, for distribution to the customer, replacement Recycling Containers or Containers that were originally provided by the County and lost or damaged by the Customer or if the Customer requests additional Recyclable Containers, or for new Customers. The Contractor shall provide the Recycling Container or Containers within five

(5) business days of the request by the Contract Manager. The Contractor shall promptly deliver replacement Recycling Containers within five (5) business days of the request by the County.

2. WASTE COLLECTION VEHICLES

Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Manager. The bodies of trucks used in

collecting or transportation of Residential Solid Waste shall have totally enclosed beds of metal or impervious material that can be cleaned. The truck beds shall be reasonably watertight and leak proof. The Contractor shall provide adequate means, as approved by the Contract Manager, to prevent solid waste and liquids from escaping trucks while collecting or transporting Solid Waste. Open-top trailers shall not be used to collect Solid Waste unless specifically approved on a temporary basis by the Contract Manager.

The County requires the use of Compressed Natural Gas (CNG) in collection service vehicles. The Contractor's residential collection fleet shall be fully comprised of vehicles using CNG within eighteen (18) months of the bid award.

3. RECYCLABLE COLLECTION VEHICLES

Collection vehicles shall be dual compartment equipment (one compartment for paper products; one compartment for other Recyclable Material), separate trucks, or other equipment that meets industry standards and is approved by the Contract Manager, and shall be compatible for unloading at the Designated Facility. The Contractor shall provide adequate means, as approved by the Contract Manager, to prevent Recyclable Materials and liquids from escaping from trucks while collecting or transporting Recyclable Materials. Vehicles shall be configured to mechanically unload Recyclable Materials along with reducing glass breakage by minimizing the distance for unloading such glass from vehicle body to the ground. The trucks shall be designed and operated to limit breakage of recyclable materials when loading.

The County requires the use of Compressed Natural Gas (CNG) in collection service vehicles. The Contractor's residential collection fleet shall be fully comprised of vehicles using CNG within eighteen (18) months of the bid award.

LOT 2 – AUTOMATED COLLECTION OF GARBAGE TWICE PER WEEK AND RECYCLABLES ONCE PER WEEK

1. SERVICES TO BE PROVIDED

Contractor shall collect Garbage, Recyclables, Vegetative Waste, and Bulk Waste, conduct Community Cleanups, and provide Additional Services. The collection of Vegetative Waste and Bulk Waste, Community Cleanups, and Additional Services shall be provided in accordance with provisions of this solicitation. The Contractor shall provide Automated Garbage Collection services, including the collection of Garbage from wheeled carts and the collection of Recyclables from separate wheeled carts, provided on the two Garbage collection days following December 25, Contractor shall collect on each route all Garbage and Trash set out, including Garbage and Trash outside cart. Contractor shall distribute carts to new/additional Residential Premises and additional carts requested by the Contract Manager (no more than one additional garbage cart per Residential Premise) and shall provide to the County an electronic spreadsheet identifying the serial numbers with the corresponding addresses. Distribution of the carts is included in this lot regardless of whether the carts are provided by the County or the Contractor. Contractor shall collect Garbage placed both inside and outside wheeled carts during the first sixty (60) days of this Contract, and Recyclables placed inside and outside wheeled carts.

After sixty (60) days, Contractor shall not be responsible for the collection of Garbage and Recyclables placed outside a wheeled cart. If wheeled cart is placed where it cannot be picked up using an automated collection vehicle, the vehicle operator shall reposition the Cart to allow the vehicle to empty the cart. Garbage collection shall occur twice per week, either Monday and Thursday or Tuesday and Friday. Recyclable collection shall occur once per week. The County reserves the right to add or delete materials to the list of Recyclable Materials that shall be collected by the Contractor and to add or delete materials, so long as the current recycling collection procedure is not materially impacted, as determined by the County.

Holidays. The following days shall be the Contractor's holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day (except that Vegetative Waste and Recyclables shall be collected on New Year's Day if it is a regularly scheduled collection day). The Contractor is not required to provide service or maintain office hours on the above designated holidays except for New Year's Day. Services not provided on the designated holidays shall be provided on the next scheduled collection day for the type of service for Customers not serviced because of the holiday. Customers not receiving Vegetative Waste collection

service due to a holiday shall be entitled to Vegetative Waste collection service limited to six cubic yards of yard waste on the next scheduled pickup day for Vegetative Waste. No Bulk Waste collection service shall be provided when a Contractor Garbage holiday has occurred during that week.

Roll Cart Responsibility

Roll carts will only be procured if the County approves automated collection under Lot 2 or Lot 3:

The County will be responsible for the assembly and distribution of roll Carts within the service area prior to January 1, 2016. All Roll Carts will be purchased by the County under a separate contract. The Roll Carts will be from a major manufacturer, designed for U.S. standard automated collection equipment, and carry a 10-year manufacturer warranty.

The County will equitably stock and distribute to the Contractor an initial quantity of Roll Carts for inventory purposes estimated at one percent 1% of the Franchise District, or 500 garbage and 500 recycling Roll Carts. The Contractor will be responsible for maintaining an appropriate inventory of roll Carts. The Contractor shall provide a Roll Cart Inventory to the Contract Manager on a quarterly basis. The Contractor shall coordinate with the Contract Manager to acquire inventory from the County's Roll Cart inventory.

The Contractor shall be responsible for Roll Cart maintenance, repair, and delivery/removal to residential customers beginning January 1, 2016. Carts damaged by the Contractor that need to be replaced will be accessed a fee by the County.

The County will maintain an asset database of all Roll Carts procured by the County. The database will include serial number, size, RFID tag, and location. The Contractor shall report and track the movement of all Roll Carts assigned to its inventory and Franchise District including deliveries, removals, inventory reassignment, and repairs to the Contract Manager.

The Contractor shall repair or replace a Roll Cart within 24 hours upon receiving notice from the Contract Manager.

The Contractor shall make reasonable efforts to track and locate all Roll Carts and notify the Contract Manager of carts that are relocated away from the recorded location.

If a customer generates large quantities of waste and requests a second Roll Cart to accommodate it, the Contractor shall provide an additional Roll Cart. There shall be no charge for the additional collection service. The Contractor shall notify the Contract Manager of the customer's use of an additional Roll Cart.

Contractor shall assemble and distribute Roll Carts after January 1, 2016 along with an information package provided by the County as new Residential Customers are added to the Residential Customer Roll.

All new or replacement Containers shall be delivered to the Residential Customer in no more than five (5) days from the date of request.

County-purchased Roll Carts shall not be used for any type of commercial application.

Replacement of Defective Carts and Carts Damaged by Contractor. Contractor shall replace any defective cart or a cart damaged through the fault or negligence of the Contractor or his employees or through the process of handling or emptying the cart. The Contractor shall replace the cart within one

(1) business day of request by the County.

2. WASTE COLLECTION VEHICLES

Garbage collection vehicles shall be of a type specifically designed for and capable of automatically collecting waste from wheeled carts. Vehicles used in the collection of other waste shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Manager. The bodies of trucks used in collecting or transportation of Residential Solid Waste shall have totally enclosed beds of metal or impervious material that can be cleaned. The truck beds shall be reasonably watertight and leak proof. The Contractor shall provide adequate means, as approved by the Contract Manager, to prevent solid waste and liquids from escaping trucks while collecting or transporting Solid Waste.

Open-top trailers shall not be used to collect Solid Waste unless specifically approved on a temporary basis by the Contract Manager.

The County requires the use of Compressed Natural Gas (CNG) in collection service vehicles. The Contractor's residential collection fleet shall be fully comprised of vehicles using CNG within eighteen (18) months of the bid award.

3. RECYCLABLE COLLECTION VEHICLES

Collection vehicles shall be of a type suitable for automated collection of wheeled carts. Compaction pressure shall not exceed 50 pounds per square inch to avoid glass breakage. The bodies of vehicles used in the collection or transportation of Recyclable Materials shall have beds of metal or impervious material that can be cleaned. The Contractor shall provide adequate

means, as approved by the Contract Manager, to prevent Recyclable Materials and liquids from escaping from trucks while collecting or transporting Recyclable Materials. Vehicles shall be configured to mechanically unload Recyclable Materials along with reducing glass breakage by minimizing the distance for unloading such glass from vehicle body to the ground. The trucks shall be designed and operated to limit breakage of recyclable materials when loading.

The County requires the use of Compressed Natural Gas (CNG) in recyclables collection service vehicles. The Contractor's residential collection fleet shall be fully comprised of vehicles using CNG within eighteen (18) months of the bid award.

LOT 3 – AUTOMATED COLLECTION OF GARBAGE ONCE PER WEEK AND RECYCLABLES ONCE PER WEEK

1. SERVICES TO BE PROVIDED

Contractor shall collect Garbage, Recyclables, Vegetative Waste, and Bulk Waste, conduct Community Cleanups, provide Additional Services. The collection of Vegetative Waste and Bulk Waste, Community Cleanups, and Additional Services shall be provided in accordance with provisions of this solicitation. The Contractor shall provide Automated Garbage Collection services, including the collection of Garbage from wheeled carts and the collection of Recyclables from separate wheeled carts provided that on the one Garbage collection day following December 25 to January 1, Contractor shall collect on each route all Garbage and Trash set out, including Garbage and Trash outside cart. Contractor shall distribute carts to new/additional Residential Premises and additional carts requested by the Contract Manager (no more than one additional garbage cart per Residential Premise) and shall provide to the County an electronic spreadsheet identifying the serial numbers with the corresponding addresses.

Distribution of the carts is included in this lot regardless of whether the carts are provided by the County or the Contractor. Contractor shall collect Garbage placed both inside and outside wheeled carts during the first sixty (60) days of this Contract, and Recyclables placed inside and outside wheeled carts. After sixty (60) days, Contractor shall not be responsible for the collection of Garbage and Recyclables placed outside a wheeled cart. If wheeled cart is placed where it cannot be picked up using an automated collection vehicle, the vehicle operator shall reposition the Cart to allow the vehicle to empty the cart. Garbage collection shall occur once per week, Monday, Tuesday, Wednesday, Thursday, or Friday. Recyclable collection shall occur once per week. The County reserves the right to add or delete materials to the list of Recyclable Materials that shall be collected by the Contractor and to add or delete materials, so long as the current recycling collection procedure is not materially impacted, as determined by the County.

Holidays. Collection will be provided as scheduled on all holidays except Thanksgiving Day and Christmas Day. When Thanksgiving Day and Christmas Day fall on a regular scheduled collection Day, collection shall be one Day after the normally scheduled collection Day for rest of the week.

Roll Cart Responsibility

Roll carts will only be procured if the County approves automated collection under Lot 2 or Lot 3:

The County will be responsible for the assembly and distribution of roll Carts within the service area prior to January 1, 2016. All Roll Carts will be purchased by the County under a separate contract. The Roll Carts will be from a major manufacturer, designed for U.S. standard automated collection equipment, and carry a 10-year manufacturer warranty.

The County will equitably stock and distribute to the Contractor an initial quantity of Roll Carts for inventory purposes estimated at one percent 1% of the Franchise District, or 500 garbage and 500 recycling Roll Carts. The Contractor will be responsible for maintaining an appropriate inventory of roll Carts. The Contractor shall provide a Roll Cart Inventory to the Contract Manager on a quarterly basis. The Contractor shall coordinate with the Contract Manager to acquire inventory from the County's Roll Cart inventory.

The Contractor shall be responsible for Roll Cart maintenance, repair, and delivery/removal to residential customers beginning January 1, 2016. Carts damaged by the Contractor that need to be replaced will be accessed a fee by the County.

The County will maintain an asset database of all Roll Carts procured by the County. The database will include serial number, size, RFID tag, and location. The Contractor shall report and track the movement of all Roll Carts assigned to its inventory and Franchise District including deliveries, removals, inventory reassignment, and repairs to the Contract Manager.

The Contractor shall repair or replace a Roll Cart within 24 hours upon receiving notice from the Contract Manager.

The Contractor shall make reasonable efforts to track and locate all Roll Carts notify the Contract Manager of carts that are relocated away from the recorded location.

If a customer generates large quantities of waste and requests a second Roll Cart to accommodate it, the Contractor shall provide an additional Roll Cart. There shall be no charge for the additional collection service. The Contractor shall notify the Contract Manager of the customer's use of an additional Roll Cart.

Contractor shall assemble and distribute Roll Carts after January 1, 2016 along with an information package provided by the County as new Residential Customers are added to the Residential Customer Roll.

All new or replacement Containers shall be delivered to the Residential Customer in no more than five (5) days from the date of request.

County-purchased Roll Carts shall not be used for any type of commercial application.

Replacement of Defective Carts and Carts Damaged by Contractor.

Contractor shall replace any defective cart or a cart damaged through the fault or negligence of the Contractor or his employees or through the process of handling or emptying the cart. The Contractor shall replace the cart within one (1) business day of request by the County.

2. WASTE COLLECTION VEHICLES

Garbage collection vehicles shall be of a type specifically designed for and capable of automatically collecting waste from wheeled carts. Vehicles used in the collection of other waste shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Manager. The bodies of trucks used in collecting or transportation of Residential Solid Waste shall have totally enclosed beds of metal or impervious material that can be cleaned. The truck beds shall be reasonably watertight and leak proof. The Contractor shall provide adequate means, as approved by the Contract Manager, to prevent solid waste and liquids from escaping trucks while collecting or transporting Solid Waste. Open-top trailers shall not be used to collect Solid Waste unless specifically approved on a temporary basis by the Contract Manager.

The County requires the use of Compressed Natural Gas (CNG) in collection service vehicles. The Contractor's residential collection fleet shall be fully comprised of vehicles using CNG within eighteen (18) months of the bid award.

3. RECYCLABLE COLLECTION VEHICLES

Collection vehicles shall be of a type suitable for automated collection of wheeled carts. Compaction pressure shall not exceed 50 pounds per square inch to avoid glass breakage. The bodies of vehicles used in the collection or transportation of Recyclable Materials shall have beds of metal or impervious material that can be cleaned. The Contractor shall provide adequate means, as approved by the Contract Manager, to prevent Recyclable Materials and liquids from escaping from trucks while collecting or transporting Recyclable Materials. Vehicles shall be configured to mechanically unload Recyclable Materials along with reducing glass breakage by minimizing the distance for unloading such glass from vehicle body to the ground. The trucks shall be designed and operated to limit breakage of recyclable materials when loading.

The County requires the use of Compressed Natural Gas (CNG) in collection service vehicles. The Contractor's residential collection fleet shall be fully comprised of vehicles using CNG

Appendix B
Summary of Act 101
Mandatory Municipal Recycling Requirements

Summary of Act 101 Mandatory Municipal Recycling Requirements

Overview

Chapter 15, Section 1501 of the Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act (Act 101), outlines the requirements for large municipalities to recycle. Municipalities, other than counties, with a population of 10,000 or more people or with a population of more than 5,000 but less than 10,000 people, and a population density of more than 300 people per square mile, are mandated to recycle.

Recycling Ordinance

An Act 101 mandated local government must adopt an ordinance that requires recycling. The ordinance shall require the following:

- 1) Recycling at single-family homes and apartments; commercial, municipal, and institutional establishments; and at community activities.
- 2) A scheduled day, at least once per month, when separated recyclable materials are to be placed at the curb or similar location for collection.
- 3) A collection system, including trucks and related equipment, to pick-up separated recyclable materials from the curb or similar location at least once per month from homes and businesses in the municipality. The municipality 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.

Residential Recycling

Residents must separate for recycling at least three materials deemed appropriate by the municipality from municipal waste generated at their homes, apartments, or other residential establishments. Separated materials must be stored at the property until collection. The three materials must be selected from the following:

- Clear glass;
- Colored glass;
- Aluminum;
- Steel and bimetallic cans;
- High-grade office paper;
- Newsprint;
- Corrugated paper;
- Plastics.

Leaf waste must also be separated from municipal waste generated at residential properties and stored for collection, unless residents have already provided for the composting of the materials (i.e. backyard composting).

Owners or landlords of multi-family rental properties with four or more units must establish a recycling collection system 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 or landlords that comply with these requirements shall not be liable for noncompliance by occupants of their buildings.

Commercial, Municipal, and Institutional Recycling

Occupants of commercial, municipal, and institutional establishments are required separate and store for recycling of the following materials at a minimum:

- High-grade office paper
- Aluminum;
- Corrugated paper;
- Leaf waste.

Occupants of commercial, municipal, and institutional establishments may be exempt from the requirements of this law if those persons have otherwise provided for the recycling of materials they are required to recycle. To be eligible for an exemption, the commercial, municipal, or institutional generator must provide written documentation to the municipality annually.

Community Activity Recycling

Organizers of community events must provide for the separation, storage, and collection of high-grade office paper, aluminum, corrugated paper, and leaf waste at the events. Community activities required to recycle include events sponsored in whole or in part by a municipality or held within a municipality and sponsored privately. Events include fairs, bazaars, picnics, or sporting events that will be attended by more than 200 or more people each day of the event.

Leaf Waste Diversion

Municipalities mandated to recycle under Act 101 must require residential and commercial establishments to separate and store leave waste for collection. Leaf waste includes leaves, shrubbery, tree trimmings, and similar materials, excluding grass clippings. These materials must be collected at least monthly. In order to comply with Act 101, mandated municipalities must at a minimum:

- 1) Implement an ordinance that requires leaf waste to be separated from municipal waste for recycling at residential and commercial, municipal, and institutional establishments, AND
- 2) Establish a scheduled day, at least once per month, when leaf waste is collected curbside or similar location, OR
- 3) Establish a scheduled day, no less than two times per year and preferably in the spring and fall, when leaf waste is collected curbside or similar location from residential and commercial establishments, AND facilitate a drop-off location or other collection alternative approved by the Pennsylvania Department of Environmental Protection that allows persons to drop-off leave waste for composting at least once per month. A leaf waste drop off site can be in a neighboring municipality or at a private establishment provided there is an agreement in place to utilize the site, and residents and occupants of commercial establishments are informed of the drop-off location at least every six months.

Municipalities are encouraged to manage source separated Christmas trees as leaf waste for processing at DEP approved composting facilities.

Public Education and Outreach

Municipalities subject to the requirements of Act 101 must implement a comprehensive and sustained public education program. This program is to provide residents and owners/tenants/occupants of commercial, municipal, and institutional establishments with information on recycling program features and requirements. The educational program includes two features:

- **Initial Education** – At least 30-days prior to the start of a recycling program notify all persons occupying residential, commercial, municipal, and institutional establishments of the recycling requirements as contained in the ordinance.
- **Sustained Education** – Every six months the municipality must inform and remind all persons occupying residential, commercial, municipal, and institutional establishments of the recycling requirements.

Numerous forms of educating the public are acceptable and include:

- Newspaper advertisement circulating in the municipality;
- Public notice posted where such notices are customarily posted;
- Notices in other official notifications (i.e. utility bills);
- Website;
- Newsletter;

A combination of forms are acceptable and at least one form must be in print annually.

Implementation

Municipalities may implement their responsibilities for the collection, transportation, processing, and marketing of recyclable materials in one or a combination of the following ways:

- 1) Collect, transport, process, and market recyclable materials themselves;
- 2) Enter into a contract(s) with other entities for the collection, transportation, processing, or marketing of recyclable materials. If contracting for recycling services, the entity being contracted is responsible to the municipality for implementing of recycling activities.
- 3) Contract with a landfill or material recovery facility, in lieu of a curbside recycling program, that guarantees by contract that at least 25 percent of the waste received is recycled. The technology utilized in this program must have prior approval from DEP.
- 4) Utilize a recycling facility that demonstrates that the materials separated, collected, recovered, or created by the facility can be marketed as readily as materials collected through a curbside recycling program. In addition, the mechanical separation technology used by the facility has been demonstrated to be effective for the life of the facility.

Exceptions

The municipality is not required to collect, transport, process, or market recyclable materials or contract for these services if all of the following conditions are met:

- 1) The municipality is not collecting and transporting municipal waste from such establishment or activity.
- 2) The municipality has not contracted for the collection and transportation of municipal waste from such establishment or activity.
- 3) The municipality has adopted an ordinance as required, and the establishment or activity is in compliance with the provisions of the ordinance.

Act 140

Requirements for Section 904 Recycling Performance Grants

Overview

Act 101 was amended in 2006 by Act 140 to establishment requirements for the use of Section 904 Recycling Performance Grants.

Requirements:

Municipalities mandated to recycle under Act 101 and receive more than \$10,000 in funding from recycling performance grants must meet the following requirements:

- 1) Requires, through ordinance, that all residents have waste and recycling service.
- 2) Has an implemented residential recycling program and facilitates a commercial recycling program or participates in a similar county or multi-municipal program.
- 3) Has a residential and business recycling education program.
- 4) Has a program of enforcement that periodically monitors participation, receives complaints and issues warnings for required participants and provides fines, penalties, or both, in its recycling ordinance.
- 5) Has provisions, participates in a county or multi-municipal program or facilitates a private sector program for the recycling of special materials.
- 6) Sponsors a program, facilitates a program or supports an organization to address illegal dumping and/or littering problems.
- 7) Has a person or entity designated as recycling coordinator who is responsible for recycling data collection and reporting recycling program performance in the municipal or municipalities.

If these requirements are not satisfied by the municipality, then the grant funds awarded under this section must be expended by the municipality only to satisfy these requirements. If all these requirements are satisfied, then the grant funds awarded may be used for any expense as selected by the municipality.