



## Recycling Technical Assistance Project # 554

Borough of Sharpville  
Mercer County

### Recycling Participation Analysis



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

**FINAL REPORT**

June 26, 2014





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**RECYCLING TECHNICAL ASSISTANCE PROJECT # 554**  
**BOROUGH OF SHARPSVILLE, MERCER COUNTY**  
***RECYCLING PARTICIPATION ANALYSIS***

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**1. STATEMENT OF THE PROBLEM**

Since 2006, the Borough of Sharpsville (“Borough”), located in northwestern Pennsylvania, has provided curbside refuse and recycling collection once each week to its 1,600 residential units. Though not required by PA Act 101, the Borough has chosen to implement, by ordinance, a mandatory recycling program. Refuse and recycling collection services are obtained through competitive procurement and the current contractor began service in September 2013. Since that date, the recycling rate in the Borough has decreased from 10 percent to 5 percent. The goal of this project is to identify the cause of the decline and opportunities for improvement.

**2. SUMMARY OF WORK COMPLETED**

**2.1 DATA REQUEST**

MSW Consultants submitted a data request to the Borough for information about the refuse and recycling collection program and materials and tonnages collected over the last three years. As shown in Table 2-1 the tonnage data clearly indicated the decline in the recycling rate and recycling tonnage. After a data review, MSW Consultants met with the Borough Manager to lay the foundation for the analysis.

**Table 2-1 History of Solid Waste & Recyclables Collected (in tons)**

<b>Year</b>	<b>Total Annual Refuse</b>	<b>Total Annual Recyclables</b>	<b>Avg. Weekly Refuse</b>	<b>Avg. Weekly Recyclables</b>	<b>% of Recyclables</b>
2011	1,796.92	145.45	143.37	14.40	10%
2012	1,675.82	171.25	139.65	14.27	10%
2013	1,610.08	126.82	134.17	10.57	8%
2014 (YTD)	539.45	28.33	107.89	5.67	5%

MSW Consultants also obtained copies of the Borough’s invitation for bids for refuse and recycling collection issued in June 2013, the current collection contract with Tri-County Industries, the previous collection contract with Allied Waste Services (Browning Ferris Industries), the Solid Waste Ordinance, and the recycling brochure distributed to all residents in January, 2012.

**2.2 COLLECTION AND CONTRACT REVIEW**

In September 2013, after issuing a request for bids and determining the low bidder, the Borough awarded Tri-County Waste a contract for residential refuse and recycling collection services. The Borough and Tri-County Waste entered into a three year service contract for once per week refuse and recycling curbside collection. See Appendix A for a copy of the contract. A review of the

contract revealed the following inconsistencies between contract specifications, Borough ordinances and current services provided.

1. **Collection Contract Section 3.01 B:** The contract specifies a commingle collection in which newspaper and cardboard are separated from recyclable containers. Tri-County collects all recyclables in a single collection vehicle, mixing all the recyclables together. This process is most commonly referred to as single stream collection.
2. **Types of recyclables collected:** Mixed paper is included in the recyclables that Tri-County collects, and the Borough's recycling brochure states that mixed paper is included in the curbside recycling program.
  - a. Mixed paper is not included in the material collected in the Collection Contract Section 3.01 B;
  - b. The definition of "Recyclables" in Collection Contract Section 4.01 does not include mixed paper;
  - c. The definition of "Recyclables" does not include cardboard which is specified for collection in Collection Contract Section 3.01;
  - d. Collection Contract Section 4.01 includes definitions for "High Grade Office Paper," but this material is not included in collection specifications in the definition of "Recyclables".
3. **Reporting:** The contract requires that the hauler submit monthly certified reports quantifying tons of materials collected, including certified weight tickets for all recyclable material by material type. Currently, Tri-County submits a report quantifying the tonnage of refuse and recyclables collected, but copies of weight tickets are not supplied.

## **2.3 ANALYSIS OF DATA**

MSW Consultants' review of the historical tonnage data identified a potential error in data reporting. In the week that Tri-County began collection in the Borough, recyclables collected declined 2 to 3 percent. MSW Consultants contacted both Allied and Tri-County to investigate recycling collection and reporting procedures. Tri-County identified a problem with its data reporting: Tri-County operates two recycling collection vehicles in the Borough. One collection vehicle had been miscoded in Tri-County's database, and the Borough was not given credit for the recycling tonnage from the miscoded vehicle. Tri-County corrected the error and provided revised monthly tonnage reports. The revised tonnage is shown in Table 2-2.

**Table 2-2 Revised History of Solid Waste & Recyclables Collected (in tons)**

<b>Year</b>	<b>Total Annual Refuse</b>	<b>Total Annual Recyclables</b>	<b>Avg. Weekly Refuse</b>	<b>Avg. Weekly Recyclables</b>	<b>% of Recyclables</b>
2011	1,796.92	145.45	143.37	14.40	10%
2012	1,675.82	171.25	139.65	14.27	10%
2013	1,610.08	39.74	134.17	11.65	9%
2014 (YTD)	539.45	60.65	107.89	12.07	11%

MSW performed an analysis of the revised tonnage data. The data showed an annual refuse and recyclables generation of 0.85 tons per unit generated year-to-date in 2014. The annual generation has declined each year since 2011 and is slightly below the national generation average of 1.1 tons per year. The revised data is shown in Table 2-3.

**Table 2-3 Average Refuse and Recycling Generation per Unit (based on 1,600 units)**

Year	Weekly Refuse Pounds per Unit	Weekly Recycling Pounds per Unit	Weekly Total Pounds per Unit	Annual Tonnage Generation per Unit
2011	41.39	4.16	45.55	1.18
2012	40.32	4.12	44.43	1.16
2013	38.73	3.36	42.10	1.09
2014 YTD	31.15	3.48	34.63	0.90

MSW visited the Borough on Friday, June 6, 2014, to observe the curbside collection of refuse and recycling. The field team arrived at the Borough at 5:30 AM, before the actual collection began. The goal was to count as many refuse and recycling setouts as possible to determine the setout rate. Table 2-4 shows a recycling setout rate of 39%, which is much lower than the expected setout rate for a once-per-week curbside recycling collection system.

**Table 2-4 Estimated Setout Rate**

System	Total Pass bys	Setouts	% of Setouts
Refuse	943	805	85%
Recycling	943	365	39%

The MSW Consultants team followed the recycling collection crew consisting of a driver operating a low entry rear load vehicle and a collector. The crew's productivity was impacted by the low setout rate. The industry standard for recycling stops is 100 to 175 stops per hour, depending on type of equipment and density of stops. This crew completed approximately 80 stops per hour. The data collected is shown in Table 2-5.

**Table 2-5 Estimated Recycling System Productivity**

Total Pass bys	Recycling Setouts Collected	Minutes to Collect	Miles Driven	Stops per Minute	Collections per Hour	Stops per Mile
601	235	177	9.0	1.33	79.66	25.82

## 2.4 ORDINANCE REVIEW

The Borough's 2010 population of 4,415 persons does not meet Pennsylvania's Act 101 of 1988, population threshold of 5,000 persons for mandatory recycling. However, the Borough occupies an

area of 1.39 square miles, and its 2010 population density was 3,176 persons per square mile, well above the Act 101 population density threshold of 300 persons per square mile. In order for mandatory recycling to be required, both the population and population densities must be met for municipalities with populations between 5,000 and 10,000 persons.

Given the Borough's population density, if Sharpsville experiences population growth to 5,000 or greater as determined by the 2020 Federal census, the Borough will be required to implement a recycling program consistent with Chapter 1501 of Act 101 for residential, commercial, institutional and municipal establishments.

MSW Consultants performed a detailed review of the Borough's existing Solid Waste Ordinance included as Appendix B. The Borough has elected to implement a mandatory recycling program as required by the Solid Waste Ordinance. Ordinance 20, Part 2, Recycling Regulations specify definitions for five recyclable materials, preparation methods for collection of the materials, penalties for failure to comply with the provisions of the ordinance, and collection rates and other miscellaneous provisions.

The Borough's recycling program has evolved to single-stream residential collection. The materials specified for collection are not consistent with those listed in the Borough Recycling Regulations, Ordinance 20, Part 2.

## **2.5 RECYCLING EDUCATIONAL MATERIAL**

The Borough issued a recycling brochure, *The Borough of Sharpsville Recycles*, in January, 2012, included in Appendix C. After the issuance of this brochure, an initial increase in the recycling rate from 7 percent to over 10 percent was recorded. The Borough's current recycling brochure provides generic waste and recycling facts, encouragement to recycle, instructions for recycling, and contact information for the Borough. The information in the brochure is presented with blocks of text and bulleted lists. However, there are few graphics present.

## **2.6 PAY-AS-YOU-THROW OPTIONS**

In the past, the Borough offered residents two options for refuse service: a pay-as-you-throw (PAYT) option for refuse service in which three plastic refuse bags were provided for \$35 per quarter, and an unlimited refuse service for \$40 per quarter. The PAYT option was offered to encourage recycling; however, it is being eliminated due to low participation.

The relatively small difference in the price between the PAYT program and unlimited service was likely a contributing factor to low PAYT participation. A wider difference in costs between the programs may attract residents who see the value and take advantage of the cost savings of the PAYT program. There are many alternatives for PAYT collection systems including different size collection carts, bag or can limits, and pay-by-the-bag programs. Recent surveys have found that pay-by-the-bag programs achieve the highest diversion rates. They are very popular with residents, according to the article "The People Speak," written by Stephan Lisauskas in the June 2014 MSW Magazine and included in Appendix D.

Table 2-6 illustrates the financial aspects of the current system. It appears that the Borough slightly profits on the refuse and recycling system.



**Table 2-6 Current Collection System Finances**

Service Type	Customers	Monthly Refuse Price	Contractor Monthly Refuse Cost	Monthly Recycling Price	Contractor Monthly Recycling Cost	Total Annual Contractor Cost	Borough Quarterly Charge per Residence	Borough Annual Revenue
Unlimited	1557	\$ 9.45	\$ 14,713.65	\$ 2.50	\$ 3,892.50	\$ 223,273.80	\$ 40.00	\$ 249,120.00
Hardship	17	\$ 2.00	\$ 34.00	\$ 1.00	\$ 17.00	\$ 612.00	\$ -	\$ -
PAYT	26	\$ 9.00	\$ 234.00	\$ 2.50	\$ 65.00	\$ 3,588.00	\$ 35.00	\$ 3,640.00
<b>Total</b>	<b>1600</b>		<b>\$ 14,981.65</b>		<b>\$ 3,974.50</b>	<b>\$ 227,473.80</b>		<b>\$ 252,760.00</b>

If the Borough looks to increase a PAYT program, one major factor should be taken into consideration. There is very little difference in the PAYT rate and the unlimited bag rate. If more than 1,192 people sign up for PAYT, the Borough will begin to lose money on the refuse and recycling system.

### 3. POSSIBLE SOLUTIONS

The goal of this project was to identify the cause of the decline of the Borough's recycling rate and opportunities for improvement in recycling. MSW Consultants revealed a recycling reporting error that caused the false decline. The reporting error has since been corrected. MSW Consultants' review of the Borough's refuse and recycling Collection Contracts, Ordinances and education materials has produced a list of recommendations for the Borough to consider.

### 4. RECOMMENDATIONS

MSW Consultants would like to make the following recommendations.

1. Increase the rate of unlimited refuse service to \$50 per quarter and decrease the rate of PAYT service to \$30 per quarter to encourage recycling and reduction of waste. In the Table 4-1, a breakeven scenario for these rates is demonstrated.

**Table 4-1 Adjusted Collection System Finances for Breakeven Scenario**

Service Type	Customers	Monthly Refuse Price	Contractor Monthly Refuse Cost	Monthly Recycling Price	Contractor Monthly Recycling Cost	Total Annual Contractor Cost	Borough Quarterly Charge per Residence	Borough Annual Revenue
Unlimited	391	\$ 9.45	\$ 3,694.95	\$ 2.50	\$ 977.50	\$ 56,069.40	\$ 50.00	\$ 78,200.00
Hardship	17	\$ 2.00	\$ 34.00	\$ 1.00	\$ 17.00	\$ 612.00	\$ -	\$ -
Bag Program	1192	\$ 9.00	\$ 10,728.00	\$ 2.50	\$ 2,980.00	\$ 164,496.00	\$ 30.00	\$ 143,040.00
<b>Total</b>	<b>1600</b>		<b>\$ 14,456.95</b>		<b>\$ 3,974.50</b>	<b>\$ 221,177.40</b>		<b>\$ 221,240.00</b>

2. The Borough should work through the PA DEP Planning and Recycling Coordinator servicing the Northwest Regional Office in Meadville, or the Mercer County Recycling Coordinator to revise the Solid Waste Ordinance.

*Project # 554*  
*Borough of Sharpsville, Mercer County*  
*Recycling Participation Analysis*

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**Lawrence-Mercer Recycling/Solid Waste  
Department**

Ms. Megan Gahring, Assistant Director  
724-658-6925 ext. 1  
email: MGahring@co.lawrence.pa.us

**DEP Northwest Region**

Guy McUmbor or Regina Schweinsberg  
DEP, Office of Energy and Technology  
Development  
814-332-6848

3. The Borough should solicit other municipalities to seek examples of recycling ordinances determined to be compliant with PA Act 101 of 1988. The Cities of Farrell, Hermitage and Sharon, Pennsylvania have published compliant ordinances. Review of these ordinances will prepare Sharpsville for Act 101 requirements should the Borough's population grow to 5,000 or greater persons by 2020.
4. The Borough's solicitor should construct a revised recycling ordinance meeting the needs and collection practices of Sharpsville Borough's recycling collection program and the requirements of PA Act 101. To be Act 101 complaint, the ordinance must require recycling of all commercial, institutional and municipal establishments within Sharpsville.
5. The revised recycling ordinance should specify the materials included in the Borough's recycling program by a reference to a separate Borough Resolution. A Resolution will permit future changes to the list of recyclable materials to be made more readily.
6. Redesign the residential recycling brochure and distribute to all residential units in the Borough. An updated brochure should include fewer blocks of text and more graphics. MSW Consultants offers the following suggestions for the inclusion of graphics and reduction of text:
  - ◆ Include a cover photo that features a Borough official or prominent citizen(s) putting a recyclable into a Borough recycling bin with the text "Sharpsville Recycles."
  - ◆ Develop an inside graphic that represents the program's acceptable recyclables falling into a recycling bin, similar to the graphic published by waste and recycling company EDCO at its website <http://www.edcodisposal.com/corporate/recycling-information/> and available in Appendix E. Include the text, "Recycle everything in one bin."
  - ◆ Include the already developed list of acceptable and unacceptable recyclables with simple headings.
  - ◆ Remove the plastics chart.
  - ◆ Remove general waste and recycling language, and include information and facts to which Sharpsville residents will relate. For example, "In 2013, Sharpsville residents sent # tons of trash to landfills. That's enough trash to fill <insert local landmark like a school or a sports field>," and "In 2013, Sharpsville residents recycled # tons. That's like taking # cars off the road!" Be sure the information is factually accurate.
  - ◆ Remove the blocks of text under the "Increase your recycling today" heading and replace them with a photo of a full Sharpsville recycling bin next to a new empty bin. Include the language, "Is your recycling bin overflowing? Visit the Borough office and pick up a second container."
  - ◆ Remind residents that "Recycling is the Law in Sharpsville."

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# **APPENDIX A**

## **TRI-COUNTY COLLECTION CONTRACT**

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**BOROUGH OF SHARPSVILLE SPECIFICATIONS**

**for**

**RESIDENTIAL REFUSE & RECYCLING COLLECTION/DISPOSAL  
SERVICE**

Administered by:

Borough of Sharpsville  
1 South Walnut Street  
Sharpsville, PA 16150

## **BOROUGH OF SHARPSVILLE**

### **PART 1**

#### **NOTICE TO BIDDERS/INVITATION FOR BIDS**

Sealed proposals for providing the **Borough of Sharpsville Residential Refuse and Recycling Collection/Disposal Service** will be received by the Borough of Sharpsville, 1 South Walnut Street, Sharpsville, Pennsylvania 16150. Bids will be accepted until 3:00 p.m., prevailing time, Tuesday, July 9, 2013, at the Sharpsville Borough Office, or by mail addressed to the Borough of Sharpsville, Municipal Building, 1 South Walnut Street, Sharpsville, Pennsylvania 16150. All bids submitted shall be publicly opened and read aloud at the Borough Council Meeting on Wednesday, July 10, 2013 at 7:00 p.m.

Proposals must be submitted on the forms provided and further accompanied by a bid bond or certified check in the amount of twenty five thousand dollars (\$25,000) -- made payable to the Borough of Sharpsville. Proposals must be enclosed in a sealed envelope, addressed to the Borough of Sharpsville and should bear the name and address of the bidder, together with the words "BOROUGH OF SHARPSVILLE RESIDENTIAL REFUSE AND RECYCLING COLLECTION/DISPOSAL SERVICE BID PROPOSAL". This information should be clearly indicated on the exterior of the sealed envelope.

The Borough of Sharpsville reserves the right to reject any and all bids for any reason, and to waive any informalities in bids received.

**BOROUGH OF SHARPSVILLE**

**Kenneth P. Robertson**  
**Borough Manager/Secretary**

ADV: 6/14; 6/17; 6/23, 2013

# **BOROUGH OF SHARPSVILLE**

## **PART 2**

### **INSTRUCTIONS TO BIDDERS**

#### **ARTICLE I – DEFINITIONS**

Wherever used in these contract documents or specifications, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

**Agreement** – The written agreement between the Owner and the Contractor covering the material, equipment or services to be purchased.

**Form of Proposal** – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the material, equipment or services to be furnished.

**Bidder** – Any person, firm or corporation submitting a bid.

**Security** – Bid bond, performance bond, payment bond, certified check and other instruments of security, furnished by the bidder and/or contractor and his surety in accordance with the contract documents.

**Contract Documents** – The contract documents shall consist of the advertisement for bids or notice to bidders, bid security, performance bonds, instructions to bidders, form of proposal, the signed agreement, the bidder's experience and equipment questionnaire, the general and special conditions of contract, the drawings, and the detail specifications, including all modifications thereof incorporated in any of the documents before and after the execution of agreement.

**Contract Time** – The number of calendar days stated in the agreement and/or form of proposal for the completion of the project as specified.

**Contract Date** – The effective date of the beginning of the contract time.

**Contractor** – The person, firm, or corporation with whom the Owner has executed the agreement.

**Modification** – Any written amendment of any of the contract documents (including change orders) duly executed and delivered after executions of the agreement.

**Notice** – Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice, with a copy sent to the central office of the Contractor

**Owner** – During bidding procedures, the Owner shall be represented by the Borough of Sharpsville. During the bidder selection and after finalization of contracts with the Borough of Sharpsville, the Owner shall generally be understood to be the Borough of Sharpsville in the agreement. It is treated throughout the contract as if it were of singular number and masculine gender.

## ARTICLE II – AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidder to complete the project or to provide the requested materials, supplies, equipment or services to the satisfaction of the Owner, within the time prescribed. The Owner reserves the right to reject the bid of any bidder who does not pass such investigation to the Owner's satisfaction.

The Owner reserves the right to reject any or all bids, in whole or part, and to waive any informality in bids received when such is in the best interest of the Owner and to reject the bid(s) of a bidder who in the opinion of the Owner is not in a position to perform the contract. The bid/contract award shall be an "all or nothing" contract award -- with the Borough of Sharpstown awarding their refuse and recycling contract to the one, single bidder offering the lowest total bid price for the various refuse and recycling collection/disposal method options, selected by the Borough of Sharpstown and as specified herein and further indicated on the Form-of-Proposal page F/P-1.

In analyzing bids, the Owner may take into consideration alternates and unit prices if requested by the Form of Proposal and/or bid documents. If the contract is awarded, the Owner will give the successful bidder written notice of the award within sixty (60) days after the opening of the bids. The Owner shall be required to take proper action to accept or reject the bids submitted within sixty (60) days of the bid opening.

The Borough of Sharpstown will execute its own Form of Agreement with the successful bidder and shall be liable only for supplies, equipment, materials or services contracted for by itself. The successful bidder shall be required to invoice the Borough of Sharpstown. At least two (2) counter parts of the Agreement and such other contract documents as practicable will be signed by the Owner and the Contractor.

Upon notification and within ten (10) days of the execution of the contract documents, the Contractor will deliver a performance bond as security for the faithful performance of this contract. The performance bond shall be in the amount of one hundred percent (100%) of the Borough of Sharpstown's contract amount, based on the estimated refuse and/or recycling service units of the Borough of Sharpstown, times the successful bidder's proposed bid price(s), for the contract period commencing on or about September 1, 2013 and ending August 31, 2016. The performance bond provided shall be reduced in value by one-third (1/3) effective September 1, 2014, and reduced by a like amount effective September 1, 2015 -- with the remaining bond amount to be effective for the contract period September 1, 2015 through August 31, 2016 and any annual renewal period thereafter. The performance bond issued, shall be provided in the name of the Borough of Sharpstown and delivered to the municipal office of the Borough of Sharpstown. The performance bond submitted shall be approved by the Owner.

Failure of the successful bidder to execute the contract documents and deliver any required security within ten (10) days of the notification of the award shall be just cause for the Owner to annul the award and declare the bid and any guarantee thereof forfeited.

The bid security of all bidders except that of the two (2) apparent lowest bidders will be returned within one (1) week of the bid opening. The bid security of the two (2) apparent lowest bidders will be returned upon finalization of the agreement with the successful bidder.

## ARTICLE III – REQUIREMENTS FOR SIGNING BIDS

Each bid must give the full business name and address of the bidder and be signed by him with his usual signature. Bids which are not signed by the individual making them, should have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids by partnership must furnish the full name of all partners and must be signed in the partnership name by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power-of-attorney evidencing authority to sign the bid(s) executed by the partners. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature of the president or vice-president, or other officer of the corporation authorized to bind it in these matters; together with the impression of the corporate seal, attested by the secretary of the corporation. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.



#### ARTICLE IV – CERTIFIED STATEMENTS

Bidders may be required to submit sworn statements of their financial responsibility, technical qualifications, previous experience, performance record or other pertinent data designed to indicate the bidder's capability to execute this contract competently and successfully.

#### ARTICLE V – CHANGES WHILE BIDDING

During the bidding period, bidders may be furnished with bulletins or addendum for additions or alteration to the bidding specifications. These shall be included in the bid proposal and shall become part of the contract documents. The bidder shall be required to indicate the receipt of such addenda by an entry in the space provided in the subject addendum. Failure to make indication shall be sufficient cause for the Owner to reject the bid as incomplete.

#### ARTICLE VI – WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled time for receipt of bids. No bid may be withdrawn after the time and date set forth in the Notice to Bidders, which indicates when bids shall be opened. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

#### ARTICLE VII – CONTRACT MODIFICATION

If for any reason, the initial bidding specifications include or fail to include a minor and/or closely related requirement; that is desirable of the Owner to change, add to or delete from the awarded contract -- the Owner shall have the right, through the issuance of a change order and granting approval of the Contractor, to change, add to or delete from the contract, such minor or closely related requirements.

#### ARTICLE VIII – VERBAL STATEMENTS

No verbal or oral interpretation of plans or specifications will be given before the award of the contract. Discrepancies, omissions or doubts as to the meaning of plans or specifications should be communicated to the Owner in writing for clarification. Any interpretation made will be in the form of an addendum to the specifications which will be forwarded to all bidders by registered mail. See Article V.

#### ARTICLE IX – CONTRACT DURATION

Unless otherwise noted or specified, the contract shall be for a three (3) year period of time, commencing on September 1, 2013 and ending August 31, 2016. Upon mutual agreement between the Owner and the Contractor, and at the same contract terms and conditions, the contract may be extended for two (2) additional one (1) year renewal periods -- commencing September 1, 2016 and ending August 31, 2017; and commencing September 1, 2017 and ending August 31, 2018. The Borough of Sharpville, having a contract for Residential Refuse and Recycling Collection/Disposal Service whose term extends in to the period covered by this contract time will have the right to participate in an agreement with the successful bidder.

## ARTICLE X – BIDS OR PROPOSALS

All bids must be indicated upon the Form of Proposal attached hereto. Bidders shall submit the completed bid documents intact as bound and received. All proposals must be addressed as outlined in the Notice to Bidders. The bidders are required to bid on all items or alternates called for in the Form of Proposal; except that if an item or alternate is called for on a type of equipment, material, service or method on which the bidder does not desire to bid, he may insert the words "No Bid" on the space provided in the Form of Proposal for prices on such service(s) or alternate(s). If it is determined by the Owner, to use alternate type of equipment, type of material, type of service or method – the fact that the cost of an alternative type of equipment, material, service or method bid by a bidder may be lower than that chosen, shall not constitute the basis of a claim by the bidder that the contract shall be awarded to him. In the case that a bidder desires to bid on an alternate, he shall set forth in the space provided in the Form of Proposal the amount to be added or deducted from the base bid. If an alternate price called for does not involve a change in price, the bidder shall so indicate by inserting the words "No Change" in the space provided.

Bids shall be signed in ink. Erasures or changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind, may be rejected by the Owner as being incomplete.

Bids shall be accompanied by bid security as provided in the "Notice to Bidders".

## ARTICLE XI – BIDDER'S RESPONSIBILITY

Each bidder is required to familiarize himself with all of the attached forms, including but not necessarily limited to Notice to Bidders, Instructions to Bidders, General Conditions, Special Conditions, Plans, Detail Specifications and forms. He will be held responsible to fully comply with therewith. Each bidder must acquaint himself thoroughly with the conditions under which materials, supplies, equipment or service shall be utilized, within and throughout the Borough of Sharpville.

## ARTICLE XII – QUANTITIES

The estimated quantities given in the bid specifications are for bidding purposes only. The estimated quantities are based on the Borough of Sharpville's estimated yearly volume. The Owner does not guarantee any given quantity. The municipality may purchase more or less than the estimated amounts, and the bidder/contractor may not assume that these estimates are a part of the contract. The contractor shall be required to furnish the Borough of Sharpville with the necessary equipment for providing the contracted services -- following a collection time schedule acceptable to participating municipalities and on an as needed basis, throughout the contract duration. See Chart on Page I – 6.

## ARTICLE XIII – PAYMENT

Payment shall be made in accord with the conditions set forth in the Form of Agreement and in conformance with these contract documents.

## ARTICLE XIV – ACCEPTANCE

Final payment shall be subject to final acceptance of the refuse and recycling collection/disposal service furnished. The Owner reserves the right to make such tests, examinations and inspections as he may deem necessary to protect his best interest. The exclusive intent of this testing/inspection procedure is the establishing of compliance or noncompliance with the Contract Documents. Failure of the Contractor to furnish refuse and/or recycling collection/disposal services in compliance with the details and/or intent of the Contract Documents shall constitute sufficient cause for rejection and/or contract termination. Refuse and/or recycling collection/disposal services not in conformance with the Contract Documents shall be unacceptable and must be brought into conformance by the Contractor to the Owner's satisfaction without extra compensation.

## ARTICLE XV – TAXES

All bid prices are to be less Federal, State and local taxes except as noted. However, all bid prices include the payment of any and all administrative tipping fees imposed under the provisions of the Mercer county Solid Waste Plan currently in effect.

## ARTICLE XVI – DEVIATIONS

Bidders desiring to submit proposals in substantial conformance to these Specifications but not meeting some few details of the Specifications exactly, shall list the specific deviations briefly in the space provided in the Form of Proposal. Bidders should be aware that such a bid will be thoroughly evaluated but that it also will be considered as an alternate bid within the meaning of Article X and, therefore, the Owner does not obligate itself to award the Contract to such a Bidder; although this bid price may be lower than the lowest bid in conformance with these Specifications. The Owner reserves the right to decide which bid most nearly meets the intent of these Specifications.

## ARTICLE XVII – OWNER’S RIGHT TO TERMINATE

Upon thirty (30) days notification to the Contractor, the Owner may, because of Contractor’s non-compliance of contract terms and conditions and without prejudice to any other right or remedy elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all work and services executed to date of termination. Where the Contractor’s service has been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor, will not release the Contractor from liability.

## ARTICLE XVIII – INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and all of their agents and employees, from and against all claims, damages, losses and expenses (including attorney fees) arising out of or resulting from operations under these Contract Documents by the Contractor. In any and all claims against the Owner or any of their agents or employees, by any employee of the Contractor or anyone directly or indirectly employed by the Contractor – the indemnification obligation of the Contractor shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under workmen’s compensation laws, disability benefit laws or other employee benefit laws.

## ARTICLE XIX – CONTRACTOR’S REQUIRED INSURANCE

The Contractor shall maintain such insurance as will protect him from claims under workmen’s compensation laws, disability benefit laws or other employee benefit laws; from claims for damages because of injury, sickness, disease or death of his employee; from claims for damages to property, including loss of use thereof, any or all of which may arise out of or result from the Contractor’s operations under the Contract Documents, whether such operations be by himself or by anyone directly or indirectly employed by the Contractor for whose acts any of them may be legally liable.

- A. The Contractor shall carry or require that there be carried Manufacturer’s and contractors’ Public Liability Insurance with limits of \$1,000,000 each person and/or \$5,000,000 each occurrence to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one, person because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of all machines, equipment and/or motor vehicles, utilized in providing the work embraced in this contract.
- B. The Contractor shall carry or require that there be carried property damage insurance to protect the Contractor and his subcontractors against claims for damage to property occurring or resulting from operations under this contract in an amount of not less than \$500,000.00. Including broad form property damage – remove “XCU” exclusions (explosion, collapse, underground property damage).

C. The Contractor shall carry or require that there be carried Excess or Umbrella Policy in the amount of \$1,000,000.

Before commencing work, the Contractor shall submit evidence of the insurance coverage(s) required above to the Owner for review and approval.

#### ARTICLE XX – INSPECTION OF THE REFUSE & RECYCLING COLLECTION AREAS

Each bidder must visit the residential, commercial and/or industrial sites, proposed work areas and neighborhoods within the Borough of Sharpsville and fully acquaint himself with the existing conditions and facilities involved, as well as, the difficulties and restrictions that may pertain to the performance of the contract. The bidder must thoroughly examine and familiarize himself with the drawings, technical specifications, and all other contract documents. The Contractor, by the execution of the contract, shall in no way be relieved of any obligation – due to his failure to receive or examine any form, document or legal instrument and/or his failure to visit the sites, work areas and neighborhoods thereby acquainting himself with the existing conditions. The Contractor is responsible for compliance with all Local, State and Federal Laws and Regulations. The Owner will be justified in rejecting any claim based on facts of which the Contractor should have been on notice as a result thereof. The Borough of Sharpsville is intending to have a pre-bid conference with all interested parties subject of which will be:

1. Contract Document
2. Bidding Procedures
3. General Question and Answer Period

**The pre-bid conference is mandatory, as a pre-requisite to bidding. The conference will be held on Monday, July 1, 2013 at 10:00 A.M. in Council Chambers, Municipal Building, 1 South Walnut Street, Sharpsville, PA.**

**The Council will require the successful bidder to meet with the Council on a quarterly basis while the contract is in force, the meetings will take place as part of a regularly scheduled workshop.**

Estimated quantities from past reports:

Municipal Solid Waste	2,000 - 2,500 tons per year
Single Stream Recycling	170 tons per year

# **BOROUGH OF SHARPSVILLE**

## **PART 3**

### **DETAILED SPECIFICATIONS**

#### **3.01 OPTION #1 -- UNLIMITED CURBSIDE REFUSE & COMMINGLED "BIN" RECYCLING COLLECTION/DISPOSAL SERVICE**

(Collection and Disposal of Refuse and Recyclables from Residential Buildings containing four (4) or fewer Dwelling units).

##### **A. REFUSE SERVICE**

Contractor shall collect, convey and dispose of refuse, garbage, trash and rubbish placed at the curb line by occupants of residential dwellings/buildings. Residential collection is to occur on a "fixed weekly" schedule, throughout the duration of the contract time.

All refuse cans, bags and containers that are provided by residential customers and utilized under this refuse collection option -- shall be limited to 30-gallon capacity; and must be waterproof, vermin proof, sealable and of sufficient strength to permit rough handling; and shall not exceed fifty (50) pounds when filled with refuse; and shall be closed and secured by the customer prior to placement at the curb line for collection. Quantities will be unlimited.

Within a ten (10) foot radius of the site where refuse containers are left for collection, the Contractor shall pick-up and remove all refuse/garbage which may have been removed from the refuse containers by animals.

##### **B. RECYCLING SERVICE**

Contractor shall collect and convey recyclable materials from all occupants of residential dwellings/buildings. Recyclable materials shall be picked up at the curb line on the same day refuse is collected. Recyclables, except for newspapers and cardboard, shall be commingled in a recycling "bin" or container to be provided by the Owner, as specified herein. Newspaper shall be tied in bundles weighing not more than forty (40) pounds or placed in paper or plastic grocery bags for collection. Corrugated cardboard shall be tied in bundles weighing no more than forty (40) pounds each. All other material shall be picked up on an "as is" basis except for broken glass. The once-a-year cost of advertising and/or distributing printed recycling information or instructions to residential customers within the Borough of Sharpsville, shall be the responsibility of the Contractor, with the cost not to exceed \$350.00 annually.

##### **C. RECYCLING BINS/CONTAINERS**

The approved recycling container shall be a molded plastic "bin", the same provided by the Owner and having a capacity of at least 10 gallons. The Borough of Sharpsville' recycling logo shall be clearly and permanently displayed on the recycling bins or containers.

##### **D. FREQUENCY OF SERVICE**

Both the unlimited refuse collection service and the commingled recycling service shall be provided once per week, for the duration of the contract time. Both the refuse and/or recycling collection services shall be provided on the same day of the week, in accordance with the Owner approved schedule of collection. The Contractor shall collect only approved refuse and recyclables. Customers shall have no limit on the number of refuse/garbage containers, cans, bags, etc. they may place at the curb line for collection.

**E. BID PRICE**

On the spaces provided on the Form-of-Proposal -- Bidders shall state a **firm, monthly rate, bid price** for providing a once-a-week, unlimited, curbside refuse collection service; and a separate **monthly rate, bid price** for providing a once-a-week, unlimited, commingled "bin" recycling collection service. Such bid price(s) shall be the sole payment for the entire costs necessary: 1) to pick-up, convey and dispose of all refuse, garbage, trash and/or rubbish placed at the curb line by occupants of residential dwellings/buildings, as specified herein; 2) to provide the commingled "bin" recycling collection service to occupants of residential dwellings/buildings, as specified herein.

**F. SALES AND USE TAX ACTS**

Bidders will make their own independent analysis of Pennsylvania Sales and use Taxes and the applicability or non-applicability thereof to the materials, supplies and services to be provided and performed under and as a part of the contract work. All taxes are to be included in the unit prices bid and the Owner will not make any separate payment of taxes.

**G. COMPENSATION FOR SERVICES**

The Contractor shall invoice monthly to the Borough of Sharpsville, in an amount equal to the Contractor's monthly bid price -- for which the herein specified.

Option #2 -- Unlimited, Curbside Refuse and/or Commingled "Bin" Recycling Collection/Disposal Services are provided; and furthermore, this said compensation shall be payment in full for the said refuse and/or recycling collection disposal services provided.

**H. CUSTOMER BILLING AND COLLECTION FOR SERVICES**

The Borough of Sharpsville, shall be responsible for the quarterly billing and collection of all rates, charges and/or fees from all residential customers, for which the herein specified Option #2 -- Unlimited Curbside Refuse and/or Commingled "Bin" Recycling Collection/Disposal Services are provided, not to include commercial, industrial and/or large multi-family residential apartment complexes (over four (4) family units) who contract directly with other private refuse/recycling haulers.

Contractor's compensation for services shall be determined and calculated as specified above -- Section 3.01 (G). Residential customers shall be invoiced quarterly -- on or about May 1st, August 1st, November 1st and February 1st of each contract year. Quarterly invoicing may be in advance of service being provided.

**3.02 REFRIGERANT "C.F.C." APPLIANCES**

All refrigerant "C.F.C." appliances such as air conditioners, refrigerators, freezers, etc. shall be picked up and recycled following all mandates of the Clean Air Act of 1990. The cost of said removal is to be negotiated with the Contractor according to page I-3, Article VII.

**3.03 ANNUAL LEAF COLLECTION**

The Contractor shall provide a leaf collection for three (3) weeks of each year of this contract. Normally scheduled for two weeks during the fall season, and one week during the spring season. The Owner shall provide adequate advance notice to the Contractor regarding the exact three weeks selected by the Owner for collection of leaves. The Contractor will be responsible for providing adequate notice to all customers and assumes all costs involved.

The Contractor shall collect and dispose of any type of plastic bags purchased by the homeowner for collection and disposal of leaves. The bags should be waterproof, vermin proof, sealable and of sufficient strength to permit rough handling. Customers shall have no limit on the number of bags they may place at the curb line for leaf collection. The cost for these leaf collection services will be incorporated in the Contractor's bid price for providing residential refuse and/or recycling collection services. These leaf collection services shall include the collection of bagged leaves and disposal of the leaves and bags collected, at a Pennsylvania Department of Environmental Protection (DEP) or Ohio EPA approved and permitted leaf composting facility or any Pennsylvania DEP approved and permitted land application facility. Proof of approval and full permit shall be required.

NOTE: All costs for advertising specialty pick-ups are to be reimbursed by the Contractor to the Owner, in an amount not to exceed \$1,500.00 annually for each participating municipality, during the contract time.

**3.04 REFUSE AND RECYCLING SERVICE FOR APARTMENT BUILDINGS AND INSTITUTIONAL ESTABLISHMENTS**

**A. APARTMENT BUILDINGS**

Contractor shall provide refuse collection service and recycling service to apartment buildings with four (4) or fewer units. Said services shall include refuse collection and recycling service which shall include recyclable materials, as defined elsewhere herein. For apartment complexes/buildings with more than four (4) units, at the apartment owner's option, the Contractor shall provide for a practical alternative system of separation, storage and collection of tenant's solid waste and recyclables.

**B. COMMERCIAL AND INSTITUTIONAL ESTABLISHMENTS**

Contractor shall provide refuse collection service and/or recycling service to commercial and institutional establishments at the option of each establishment. In the case of commercial and/or institutional establishments; recyclable materials shall, at a minimum, include high-grade office paper, aluminum, corrugated cardboard, and such other material as may be designated from time to time by the Owner and/or Commonwealth of Pennsylvania. The cost of said recycling services shall be negotiated between the Contractor and the individual establishment. The cost of any special roll off containers shall be negotiated between the Contractor and the individual.

Small commercial and/or institutional establishments, generating no more than two (2) 30-gallon cans, bags and/or containers of refuse per week, shall have the additional option to use the Owner's residential refuse and/or recycling collection system, as specified elsewhere herein.

**C. FREQUENCY OF RECYCLING SERVICE**

Recycling service provided in accordance with this section shall be provided at a minimum of once per month. All contracted commercial, industrial, municipal and institutional establishments shall be subject to the laws and regulations of the Commonwealth of Pennsylvania and for all recyclable items generated at the source, as outlined elsewhere herein.

## **PART 4**

### **GENERAL & SPECIAL CONDITIONS**

**4.00 GENERAL INTENT** – The intent and purpose of this specification is to provide a comprehensive program for:

1. The collection of all refuse, garbage, trash and rubbish from residential properties within the Borough of Sharpsville.
2. The disposal, at an approved facility(s), of all refuse, garbage, trash and rubbish collected in the Borough of Sharpsville.
3. The collection and after collection marketing of all designated recyclables from the Borough of Sharpsville.

Furthermore, the intent and purpose of these specifications are to describe bidding requirements and contract service obligations for a private or individual firm to provide a dependable and efficient refuse and/or recycling collection/disposal service.

#### **BID:**

- A) Residential, unlimited, curbside Refuse Collection and Disposal Service.  
(utilizing customer provided collection containers)
- C) Residential, unlimited, curbside Commingled Recycling Collection Service.  
(utilizing municipally provided collection bins/containers)



**GENERAL INFORMATION****STREETS/ROADS**

The following information generally describes the Borough of Sharpstown.  
Approximately 26 miles of road miles in the Borough of Sharpstown.

**RESIDENTIAL DWELLINGS**

Approximately 1,750 units in the Borough of Sharpstown.

**RESIDENT POPULATIONS**

Approximately 4,500 people in the Borough of Sharpstown, 3,500 utilizing the service.

NOTE: Population figures taken from the 2000 U.S. Census figures.

It is understood that this information is approximate only and does not limit the contract or Contractor of the obligation to furnish complete refuse collection/disposal and recycling service for the Borough of Sharpstown, as set forth on this bidding specification.

**DEFINITIONS** – For the purpose of these specifications, the following terms shall have the meaning set forth below, unless the context clearly indicates otherwise:

**Recyclables** shall include clear, green, brown glass, aluminum cans, steel cans, bi-metallic cans, PET and HDPE plastics, newsprint and leaves. The Borough of Sharpstown is interested in selecting any one of the “bin” recycling options as depicted and specified herein, and to be further provided at the bid prices indicated on the Form-of-Proposal, pages F/P-1 and F/P-2.

**Containers** garbage containers, where used, shall be made of metal or plastic, must be weather-tight, equipped with tight fitting covers and strong handles. The maximum size of the containers shall be limited to thirty (30) gallons. Containers that are provided by residential customers shall be maintained in good condition and kept sanitary a condition as is compatible with the intended use.

**Appliances** mean washing machines, dryers, dishwashers, stoves, ranges, air conditioners, refrigerators, freezers and water heaters.

**Aluminum** means the light in weight ductile and malleable metallic substance or element commonly known as aluminum and shall include all aluminum food and beverage cans. The description excludes aluminum foil, trays, plates and miscellaneous aluminum products.

**Apartment Building** – is a building used for residential purposes with more than four (4) dwelling units, except hotels, motels, tourist cabins and dormitories.

**Borough** – means Borough of Sharpstown.

**Commingled** refers to placement of recyclable materials as defined herein, including newspapers and corrugated cardboard, in a special recycling bag or collection bin/container -- for the purpose of collection without their having been segregated by color or type.

**Corrugated Cardboard** is stiff paste board with parallel grooves and ridges.

**Dwelling Unit** is one or more rooms in a residential building, which room or rooms have fixed cooking facilities, arranged for occupancy by one or more persons living together, or one family.

**Expanded (or foamed) Polystyrene [EPS – SPI Code 6]** commonly found in: carry-out containers (clamshells, etc); meat and produce trays; hot cups; egg cartons.

**Refuse** is a general term which shall mean all matter and materials which are discarded or rejected by the owners or producers thereof s offensive or useless, or which by their presence or accumulation may injuriously affect the health, comfort, and safety of the citizens of the Borough of Sharpville; it shall include garbage, rubbish, trash and other refuse materials, but exclude human body waste; debris from household renovations, whether interior or exterior; dirt; rock; lead pipe; limbs or the trunks of trees greater than three inches in diameter; hazardous wastes; and recyclable items, as defined herein.

**Garbage** is all table refuse, animal and vegetable matter, offal from meat, fish and fowl, fruits, vegetables and parts thereof, and all other articles and materials ordinarily used for food which have become unfit for such use or which are for any reason discarded.

**Trash and Rubbish** shall include broken glass, crockery, bottles, cans, household goods, household appliances, household refuse, furniture, springs, mattresses, furnace pipes, stoves, water heaters, water boilers, trunks, wheels, tires, mufflers, muffler pipes, small automobile parts, rags, grass, small quantities of material from household repairs such as plaster, shingles, wood scraps, paper, newspapers, magazines, litter, scrap, packing, excelsior, straw, cooking utensils, toys, floor covering material, clothing, cardboard.

**Glass** shall mean the hard, brittle, transparent or partially transparent substance produced by fusion of silica or sand containing soda and lime and/or other chemicals and substances usually or conveniently included in the manufacturer of glass; and shall for the purpose of this contract include all materials commonly known as glass bottles or containers. This includes all food and beverage containers made of glass of one gallon or less capacity. Excluded are blue glass, ceramics, pottery, and flat glass commonly known as window or plate glass and light bulbs.

**Hazardous waste** is any chemical, compound, mixture, substance or article which is designate by the United States Environmental Protection Agency or appropriate agency of the Commonwealth of Pennsylvania to be "hazardous" as that term is defined by or pursuant to Federal or State law.

**High Density Polyethylene [HDPS – SPI Code 21]** "natural" (without color) commonly found in: containers for milk, cider, spring and distilled water jugs; rubbing alcohol, large vinegar, juice (not clear), and single-serve drink bottle; eye drop containers; grocery bags, base cups. "Colored" commonly found in: laundry, dish detergent, fabric softener and saline (salt) solution bottles; also bleach, lotion, motor oil, and anti-freeze bottles; dental floss and baby wipe dispensers.

**High Grade Office Paper** White writing, typing, copying paper, lined and unlined computer paper and envelopes without windows.

**Landfill** is a landfill operating pursuant to a current valid Solid Waste Permit issued by the Pennsylvania DEP or Ohio EPA and issued pursuant to the provisions of the PA Solid Waste Management Act (Act 97) of 1980; and/or the PA Municipal Waste Planning, Recycling and Waste Reduction Act (101) of 1988; or Chapter 3734 of the Ohio Revised Code. Proof of approval and full permit is required.

**Leaf Collection Service** are those services to be performed by the Contractor as follows:

1. Collection of bagged leaves from designated locations within the Borough of Sharpsville; and
2. Transportation of leaves in trucks; and
3. Disposal of leaves at a composting facility licensed and/or fully approved by the Pennsylvania Department of Environmental Protection (DEP) and/or Ohio EPA; and
4. Forwarding to the Borough of Sharpsville all weight slips for leaves collected.

**Newspaper** means types of paper made from wood pulp and/or other fibrous materials mixed together either with or without chemicals, to produce thin sheets of the products customarily and primarily used for the production of newsprint; newspaper does not include magazines or glossy paper inserts commonly used in advertisements.

**Person** is every natural person, firm, corporation, partnership, association or institution.

**Polyvinyl Chloride [PVC – SPI Code 3]** is commonly found in: imported mineral water, salad dressing, salad and vegetable oil bottles; also floor polish, mouthwash, liquor, blister pack “bubble” for batteries, bottle liners and cap coatings, etc.

**Processing Center** is any facility maintained for the purpose of sorting, preparing, and/or consolidating recyclable material (as defined herein) for sale.

**Public Awareness Program** is the program developed and provided by Contractor and/or participating municipalities to inform and encourage residents to use the recycling collection services.

**Recyclable Materials** includes colored and clear glass, aluminum cans, plastic PET bottles, PP, PS, plastic PVC milk and water jugs (HDPE), LDPE, high grade office paper, corrugated cardboard, newspaper, steel and bimetallic cans, and such other materials as the Borough of Sharpsville may institute at a later date.

**Recycling Collection Services** are those services to be performed by the Contractor as follows:

1. The collection and conveyance of recyclable materials; and
2. Processing of recyclable materials as applicable; and
3. Marketing of the recycling materials; and
4. Forwarding to the Borough of Sharpsville all weight slips for materials collected.

**Refuse Collection Services** are those services to be performed by the Contractor as follows:

1. The collection of refuse from designated locations within the Borough of Sharpsville; and
2. Transportation of refuse in trucks; and
3. Disposal of refuse at an approved and permitted Pennsylvania Department of Environmental Protection (DEP) and/or Ohio EPA landfill; and
4. Forwarding to the Borough of Sharpsville all weight slips for materials collected.

**Refuse – “Purchased Bags”** are to be sturdy, minimum two mill, virgin plastic bag or an equivalent mill, heavy duty, processed plastic bag – “twist-tie type” or with T-shirt style “tie and toss” handles. The holding capacity shall be approximately 30 gallons and bearing the Contractor’s and Owner’s logo. Color of bag is to be chosen by the Borough of Sharpville, with consultation and concurrence of the Contractor.

**Residential Building** is a building used for residential purposes, except hotels, apartments with more than four (4) dwelling units, tourist cabins, motels, fraternities and dormitories.

**Truck(s)** is a vehicle used for the collection of refuse which has mounted thereon an approved type, water-tight sanitary body, or which has a standard truck body made water tight and equipped with means of covering to prevent loss of material by wind.

- 4.02 POINT OF COLLECTION** – The trash and garbage will be placed within 10 (ten) feet of the curb at the front or 10 feet off the alley at the rear. Except for those properties which require rear yard pick-up.
- 4.03 COLLECTION SCHEDULES** – The Contractor, with input from the Owner, shall prepare a complete and detailed collection schedule, with corresponding route map -- the same depicting the pick-up for each residential household within the Borough of Sharpville, on a weekly basis. This subject refuse/recycling collection schedule shall be provided to the Borough of Sharpville within fourteen (14) days after award of contract.
- 4.04 HOURS OF OPERATION** – Unless otherwise ordered by the Borough Manager of the Borough of Sharpville, or their agents -- the collection of garbage, refuse and household rubbish shall not commence before 6:00 a.m. and shall be completed by 6:00 p.m. on any single day of collection. No collections shall be made on Sundays or the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The route not picked up on a holiday must be picked up the next business day following the holiday.
- 4.05 MUNICIPAL BUILDINGS AND PROPERTY** – The Contractor shall provide, as part of his contract obligation, free-of-charge -- dumpsters and/or refuse bag pick-up for the following municipally owned buildings and properties; and shall remove and dispose of all garbage and refuse from the same, weekly, on a collection schedule subject to the approval of the Borough of Sharpville. Recyclables shall be collected from the Municipal Buildings complexes, weekly.
- A) Public Works Garage – S. Mercer Avenue
  - B) Municipal Building – 1 South Walnut Street
  - C) Sharpville Area Recreation Park – High Street
  - D) Sharpville/So. Pymatuning Little League Facility, Ashton Avenue
  - E) Sharpville Volunteer Fire Department, 214 W. Main Street
  - F) Sharpville Booster Carnival, Walnut Street (1 week usually in June or July)
- 4.06 SPECIAL PICK-UPS REAR YARD/BACK DOOR** the Contractor shall agree to provide special pick-ups for those residential customers determined by the Owner to be handicapped, disabled, or otherwise unable to place their weekly refuse/recyclables at the curb. The collection/disposal service shall be provided at the regular “purchased bag” and/or “curb line” pick-up rate or the “hardship rate”, if applicable -- as provided on the Form-of-Proposal and as further defined in appendix A, attached hereto.
- 4.07 DEAD ANIMALS** – The Contractor shall remove all dead animals and parts thereof from the streets, roads, and/or alleys of the Borough of Sharpville; within 12 hours of notification from the Borough of Sharpville.
- 4.08 CURB SET-OUT SYSTEM** – The Borough of Sharpville now has a curb set-out system.

- 4.09 **CONTRACTOR AND OWNER COMMUNICATIONS** – The Contractor shall have and maintain telephone communications with the Borough Manager or their designee, at least once a week between the hours of 8 a.m. and 4:30 p.m. -- and be prepared to receive orders and/or respond to customer complaints at the Contractor's expense. The Contractor shall maintain a local and/or toll free telephone number for directly responding to complaint and/or general calls from residential customers. On the designated pickup day, all drivers will report to the Borough office at the end of their route run and review any collection misses and sign the missed collection sheet prior to leaving the Borough of Sharpsville.
- 4.10 **PREPARATION OF RUBBISH AND GARBAGE** – All rubbish and garbage, before being placed into receptacles or bags for collection, shall have drained from it, as far as practical, all free liquid. Garbage shall be wrapped in paper or otherwise contained. The separation of combustible and noncombustible rubbish and garbage will not be required.
- 4.11 **CONTRACTOR'S EQUIPMENT** – Each bidder shall submit, with his bid proposal, specifications of all equipment to be used in the performance of the proposed contract; see "Bidder's Garbage Collection/Disposal and Recycling Experience & Equipment Questionnaire" enclosed herewith. Equipment to be used for hauling rubbish and garbage shall be of late model, steel body with steel covers, nonleakable, and of the automatic packer type. The equipment shall be in such condition that the schedule of collection, as presented to and approved by the Owner, can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from the approved schedule. The Contractor shall use the equipment identified in his proposal, or equipment equal in type, specifications and age, usual wear and tear excepted, at all times during the performance of the contract; and shall promptly acquire and use such additional, spare or back-up equipment -- that performance of the contract shall from time to time require.
- 4.12 **LETTERING OF VEHICLES** – Each collection vehicle shall be lettered in letters plainly visible and not less than three inches high:  
A) The trade name of the firm/Contractor.  
B) The business telephone number of the firm/Contractor.
- 4.13 **FURNISHING OF ROUTE MAPS AND LISTS** – At least 14-days prior to the termination of this contract, the successful bidder/contractor of this contract will be required to furnish a complete route map and route list of all residential customers served -- to any new Contractor who shall be determined the successful bidder, as a result of any re-bid of this subject refuse and recycling collection and disposal service.
- 4.14 **REFUSE DISPOSAL CONTRACTOR'S RESPONSIBILITY** – Methods of processing and final disposal of collected refuse shall be in conformance with all applicable Federal, State and local laws, with disposal at a site duly authorized under law to accept the garbage and refuse. The Contractor shall outline, in detail, the method and location by which he will process and dispose of the garbage and refuse collected under this contract. The Contractor shall comply with all applicable present and future Federal, State and local laws, rules, regulations, standards and procedures established by the appropriate Federal, State or local government, its agencies, successors and assigns -- relating in any manner to the performance of this contract, including but not limited to such laws governing the transportation, processing and disposal of garbage and refuse. The Contractor shall submit evidence of the approved disposal site being used for the disposal of garbage and refuse collected under this contract is in accordance with the Mercer County Solid Waste Plan.
- 4.15 **COMPLAINTS – PERSONNEL** – The Borough Manager, or his designee shall have the right to determine finally the true validity of any complaints made by the residents as to failure of the Contractor to collect garbage and rubbish in accordance with the contract documents; and the Borough Manager's decision thereon shall be final and binding upon the Contractor in assessment of any penalties as hereinafter provided.

Any official or employee of the Contractor using improper or vile language, being under the influence of liquor or drugs while on duty, or demanding or accepting pay from citizens for services rendered, or falsifying any report may be called upon to make restitution, or refusing to collect and service rubbish and garbage as herein defined, upon the final determination of the Borough Manager, shall immediately be removed from the collection routes and be prohibited from further employment on the collection routes.

**4.16 BID BOND/PERFORMANCE BOND** – Unless otherwise noted or specified, each bid shall be accompanied by a certified check or a bid bond in the amount of twenty-five thousand dollars (\$25,000), made payable to the Borough of Sharpsville. Within ten (10) days after the contract has been awarded, a performance bond, with sureties approved by the Owner, shall be provided in the amount of one hundred percent (100%) of the Borough of Sharpsville's contract amount, based on the estimated refuse and/or recycling service units of each awarding municipality, times the successful bidder's proposed unit bid price(s), for the contract period commencing on or about September 1, 2013 and ending August 31, 2016. The performance bonds provided shall be reduced in value by one-third (1/3) effective September 1, 2014, and reduced by a like amount effective September 1, 2015 -- with the remaining bond amount to be effective for the contract period September 1, 2015 through August 31, 2016 and any annual renewal period thereafter. The performance bond issued shall be provided in the name of the Borough of Sharpsville and delivered to the municipal office of the Borough of Sharpsville. The performance bond submitted shall be approved by the Owner.

**4.17 PENALTY** – In the payments to the Contractor, a deduction of ten dollars (\$10.00) shall be made by the Owner for each properly verified failure on the part of the Contractor to collect garbage and rubbish in accordance with these specifications. In case the Contractor shall fail to make such collections after twenty-four (24) hours notice of such complaint, either by telephone or letter or in person to the Contractor, an additional deduction of ten dollars (\$10.00) shall be made for each twenty-four (24) hours during which said failure shall continue after such notice, provided further that the Owner, retains all other rights and remedies at law or equity to enforce, cancel or seek monetary damages as a result of Contractor failure to perform under this contract.

The Contractor shall collect, remove and dispose of all garbage, dead animals, rubbish and household rubbish as defined in these specifications from all places within the Borough of Sharpsville which may be designated by the Borough Manager or their agents, whenever the same may accumulate within the Borough of Sharpsville.

The Contractor shall not assign the contract or sublet as a whole or in part without the written consent of the Owner. Such consent does not release the Contractor from any of his obligations and liabilities under the contract. Violation of this specification shall result in instant forfeiture. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the Owner, who may thereupon employ the necessary labor to perform the work or re-advertise or relet the work at the expense of the offending Contractor and his sureties.

**4.18 CONTRACTOR RESPONSIBILITIES – SPECIAL ATTENTION ITEMS** – The Contractor should become well informed on his particular responsibilities under this contract and accept all responsibilities in the performance of the contract. Special attention should be given by the Contractor to those responsibilities wherein the customers (the general public who use his service) naturally are concerned.

A) Refuse will be picked up as scheduled.

B) The Contractor will follow the same route at all times, all days.

C) The containers will be completely emptied and set back in place with their lids on, rather than being thrown haphazardly in the area where they were picked up.

D) The refuse collector will handle containers with care so that they will not become bent and unserviceable before their normal useful life expires.

E) If the collector spills refuse in the area of collection, during pick-up he will clean the area where the spillage occurred.

F) The Contractor will exercise care in making collections to assure that damage does not occur to any of the customer's property because of the collection of refuse.

G) The Contractor shall clean the area around all dumpsters following the dumping of the container.

H) The Contractor shall periodically, or as directed by the Borough Manager or his agent, clean all dumpsters.

The Contractor will be held liable for damages caused and will be subject to penalty under this contract should he be remiss in fulfilling his responsibilities under this contract, which include but are not limited to those special-attention items listed above. In this regard, if the collectors note a condition during the collection wherein refuse is scattered around the area or if a customer is not fulfilling his responsibilities concerning refuse collection, the Contractor should not pick up any refuse at that point until the condition is verified by the Borough Manager or his agent so that responsibility for the unwarranted condition can be properly placed. Failure on the part of the Contractor to request verification of such condition prior to pickup within 24 hours and before the end of the normal business day constitutes his acceptance of the responsibility for the condition; and he will be responsibility to collect all the refuse including cleaning up any loose refuse in the area of the pickup point.

- 4.19 TRANSPORTATION, SALE AND DISPOSAL OF MATERIALS COLLECTED** – Contractor shall transport the collected recyclable materials to a processing center or directly to recycling markets. Contractors shall take title to the recyclable materials upon pick-up from residents. Contractor may sell the recyclable for recycling and re-use, and the Contractor shall retain the full proceeds as such sales.

Contractor shall transport collected refuse to a disposal site licensed by the Pennsylvania Department of Environmental Protection (DEP) and/or Ohio EPA. Certifications that a Pennsylvania DEP or Ohio EPA approved site will be utilized throughout the contract period is required.

Mercer County solid waste Plan now dictates that all municipal solid waste picked up in the Borough of Sharpsville shall be hauled to an approved and permitted landfill. Proof of landfill approval and refuse disposal permit, shall be required.

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

- 4.21 NO SUBCONTRACT** – The Contractor shall give his personal attention constantly to the faithful performance of the work, shall keep the same under his own control, and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Owner.

- 4.22 COMPETENCY OF BIDDERS** – Each bidder shall complete and submit with his bid proposal, the herein provided “Bidder’s Garbage Collection/Disposal and Recycling Experience and Equipment Questionnaire”. The participating municipalities reserves the right to reject those bidders it deems unqualified to perform this contract.

- 4.23 MUNICIPALITIES OBLIGATION** – To the extent permitted by law, the Borough of Sharpsville shall:

Use reasonable efforts to inform residents of: 1) the benefits which may be obtained from recycling; 2) the types of waste which are recyclable; and 3) the established and approved schedule for collection of recyclables.

Use reasonable efforts to enforce the rules and regulations relating to the proper use of collection bins for recyclables and proper preparation of recyclable materials by residents for collection by the Contractor.

- 4.24 **NOTICE TO CONTRACTORS** – The residence or place of business given in the bid or proposal upon which this contract is founded is hereby designated to be the place where all notices, letters, and other communications shall be served, mailed or delivered. Any notices, letters or other communications addressed to the Contractor and delivered at the above place or deposited in a post-paid envelope in any post office box regularly maintained by the United States Post Office Department shall be deemed sufficient service thereof upon the Contractor, and
- 4.25 the date of mailing shall be the date of service. Nothing herein contained shall be deemed to preclude or render inoperative service of any notice, letter or other communication upon the Contractor personally.
- 4.26 **INCREASE OF COSTS** – During the term of this contract, the Contractor and surety shall continue to be liable for any increase in costs for supplying equipment, services and/or materials, and the Owner shall not be responsible for any increase of wages, tipping fees, taxes or other costs attributed to providing the contracted refuse and/or recycling collection and disposal services.
- 4.27 **EXTENSION OF CONTRACT** – For just cause, the elected officials representing the Borough of Sharpsville may extend the contract for a two (1) year periods beyond the last contract renewal period provided herein. If the Borough of Sharpsville elect to extend the contract, it will be done by mutual agreement between the Owner and Contractor.
- 4.28 **WEATHER & OTHER UNFORSEEN CONDITIONS** – Contractor shall make arrangements to carry forth the transactions contemplated by these specifications upon the occurrence of any such event. Contractor shall notify the Borough of Sharpsville within four (4) hours and make appropriate arrangements with Owner to carry forth the transactions contemplated by this contract. The provisions of this paragraph shall not require the Contractor to take any action which would endanger the health or safety of any person, customer and/or employee.
- 4.29 **CONTRACTOR'S REPORTING REQUIREMENTS** – The Contractor shall certify to the Owner the tare weight of all vehicles used in the refuse collection/recycling program. The Contractor shall certify that only refuse, garbage, trash and rubbish collected from the Owner's residential units are collected and loaded on a truck routed under the Borough of Sharpsville contract. Loading of any waste from another source is prohibited under contract. A violation of this provision shall be deemed a material breach of this contract, giving the Owner all rights and remedies in law and equity.
- The Contractor shall submit monthly certified reports to the Owner. The reports shall provide the total net tonnage of all refuse, garbage, trash and rubbish collected and disposed of from the Borough of Sharpsville, from all types accounts and/or establishments. In addition the Contractor shall meet all reporting requirements of Act 101, The Municipal Waste Planning, Recycling and Waste Reduction Act. The Contractor shall further provide the Owner with certified weight receipts, in tons, of all material collected for recycling, by material; and further provide certified weight receipts, in tons, of all recyclable material sold and revenues received, by material.
- The Contractor shall be required, when requested by the Owner, to submit weekly "set-out" counts to enable the Owner to determine the number of participants and residential customers utilizing the herein specified refuse and/or recycling collection/disposal services.
- 4.30 **PLANT MATTER AND CHRISTMAS TREES** – Christmas trees shall be collected in December, January and February and plant matter is to be collected if placed in containers that will not disintegrate in rainy or stormy weather and shall not weigh in excess of fifty pounds.
- 4.31 **TIME OF ESSENCE** – Time shall be of the essence as to all obligations of the Contractor, as specified elsewhere herein.



**4.32 BASIS OF AWARD** – The Borough of Sharpville shall retain the right to select any combination of the refuse and/or recycling collection/disposal method options (A) and/or (B) as bid hereon the Form-of-Proposal, pages F/P-1 and F/P-2. Contract award shall be made to the one single bidder who shall offer the lowest aggregate contract amount to the Borough of Sharpville, calculated as follows: the Borough of Sharpville shall determine their individual total estimated annual units of refuse and/or recycling collection/disposal service required, times the bid price(s) submitted for each refuse and/or recycling method option selected by each participating. The lowest, overall aggregate annual contract amount offered collectively to the Borough of Sharpville, shall be the low bid.

The bid/contract award shall be an “all or nothing” contract award – with no splitting of an award between bidders for providing separate refuse and recycling collection services.

**FORM OF PROPOSAL**  
**RESIDENTIAL REFUSE and/or RECYCLING COLLECTION/DISPOSAL SERVICE**

I/We, the undersigned, hereby certify that I/We have read, understand, and agree to all the conditions outlined in the Notice to Bidders, Instructions to Bidders, Detailed Specifications, General and Special Conditions and all other parts of the Contract Documents. I/We are the only person(s) interested in the Proposal as principals. This Proposal is made without collusion with any person, firm or corporation. I/We have investigated the availability of the materials, supplies and equipment required/specified and propose to furnish the designated Residential Refuse and/or Recycling Collection/Disposal Services, for the proposed contract period commencing on or about September 1, 2013 and ending August 31, 2016 -- at the following bid prices:

**BID** -- On the spaces provide below -- Bidder shall state a **firm, monthly rate, bid price** for providing a once-a-week, unlimited, curbside refuse collection and disposal service; and a separate **monthly rate, bid price** for providing the specified unlimited, commingled "bin" recycling collection service. Such bid prices shall be the sole payment for the entire costs necessary: 1) to pick-up, convey and dispose of all refuse, garbage, trash and/or rubbish placed at the curb line by occupants of residential dwellings/buildings, as specified herein; and 2) to provide the commingled "bin" recycling collection and disposal service to occupants of residential dwellings/buildings, as specified herein. 3) to pick up, convey and dispose of provided refuse bag placed at curb line by occupants of residential dwellings/buildings, as specified herein including Item # 2.

**A) Provide -- residential, unlimited, curbside Refuse Collection/Disposal Service "utilizing customer provided collection containers" for pick-up once-a-week (52-weeks per contract year), as specified.**

\$ 9.45 bid price/per month, picked up. (estimate 1,557 customers)

\$ 2.00 bid price/per month, picked up. (*hardship service*). (estimate 17 customers)

\$ 9.00 bid price/per month, (3 bags) picked up. (bag system). (estimate 26 customers)

**B) Provide -- residential, unlimited, curbside Commingled Recycling Collection and after collection Marketing Service "utilizing municipal provided collection bins", as specified.**

\$ 2.50 bid price/per month, picked up once-a-week (*52-weeks per contract year*).

\$ 1.00 bid price/per month, picked up once-a-week (*hardship service*).

\$ 2.50 bid price/per month, picked up once-a-week (*bag system*).

Bidders desiring to furnish Residential Refuse and/or Recycling Collection/Disposal Services in substantial compliance with these specifications, but differing slightly in some respects, may do so on a separate sheet of paper explaining their proposal.

1. Rear yard service to be provided on an as needed basis and approved by the Borough at no additional cost. (estimate 14 customers).

Alternate # 1

The current contract is for one day Borough wide pickup. As an alternate the contractor may bid on a two day split Borough pick-up with the same conditions as in the prime bid.

A-Alternate

\$ No Bid bid price/per month, picked up. (estimate 1,557 customers)

\$ 2.00 bid price/per month, picked up. (*hardship service*). (estimate 17 customers)

\$ No Bid bid price/per month, picked up. (*bag system*). (estimate 26 customers)

B-Alternate

\$ No Bid bid price/per month, (3 bags) picked up once-a-week (*52-weeks per contract year*).

\$ 1.00 bid price/per month, picked up once-a-week (*hardship service*).

\$ No Bid bid price/per month, picked up once-a-week (*bag system*).

Form of Proposal continued

Accompanying this Proposal is a certified check/bid bind (cross out one) in the amount of Twenty-five Thousand Dollars dollars

(\$ **25,000.00** ), made payable to the Borough of Sharpsville Pennsylvania; which is agreed shall be retained as liquidated damages by the Borough of Sharpsville, if the undersigned fails to execute a Contract in conformity with the Contract Documents and furnish any specified performance bonds within ten (10) days after notification of award of the Contract to the undersigned. It is agreed that this Proposal may not be withdrawn for a period of sixty (60) days from the opening

Company Tri-County Industries, Inc.

Address 159 TCI Park Drive

Grove City, PA 16127

ATTEST:

Signed Edward R. Vogel

Edward R. Vogel

Title V.P.

Vice President

Date June 20, 2013

Margaret J. Vogel  
Margaret J. Vogel

Title Secretary - Treasurer

(CORPORATE SEAL)

## **APPENDIX A**

### **Hardship Service Qualifications:**

Must live alone.

Must be at least 62 years old.

Must only put out one bag or container of garbage per week.

Must show proof of earnings (not to exceed \$10,600 per year).

Must sign affidavit.

The Contractor's rate for providing "purchased bag" refuse collection/disposal service shall be set at \$.50 per bag, picked up.

The Contractor's rate for providing "limited" refuse collection/disposal service shall be set at \$2.00 per month or \$6.00 per quarter.

The Contractor's rate for providing "bin" recycling service shall be set at \$1.00 per month or \$3.00 per quarter.

**BOROUGH OF SHARPSVILLE**

**Bidder's Garbage Collection/Disposal and Recycling  
Experience and Equipment Questionnaire**

1. Name of Bidder: Tri-County Industries, Inc.
2. How many years have you been doing business under this name? 32 years
3. Identify similar municipal contracts -- and provide municipal contact person and telephone number.

A. City of Hermitage Gary Hinkson  
800 N. Hermitage Rd. 724/981-0800  
Hermitage, PA 16148

B. City of Sharon Steve Andrejack  
155 W. Connelly Blvd. 724/983-3222  
Sharon, PA 16146

C. City of Oil City Leah Nelson  
21 Seneca St. 814/678-3002  
Oil City, PA 16301

4. What equipment do you own that is available for the proposed work? Quantity, Item, Age, Make, Description, Sizes, Capacity, etc., Condition, and Years of Service.

2 - 2013 Mack Residential Automated Frontloaders, 40-yards, Excellent Condition  
1 - 2009 Mack Residential Automated Frontloader, 40-yards, Excellent Condition  
2 - 2003 Mack Rearloaders, 31-yards, Good Condition  
1 - 2007 Mack Commercial Frontloader, 40-yards, Good Condition

5. What equipment do you intend to purchase for use on the proposed work – should the contract be awarded to you? Quantity, Item, Age, Make, Description, Size, Capacity, Etc., Estimated Cost.

None

6. What equipment do you intent to rent or lease for use on the proposed work -- should the contract be awarded to you? Quantity, Item, Age, Make, Description, Size, Capacity, etc., Estimated Cost

None

7. What method of disposal do you plan on using? Landfill

What is the location? Seneca Landfill, Inc.  
421 Hartmann Rd., Evans City, PA 16033  
Butler County  
Jackson & Lancaster Townships

The bidder shall provide either evidence of ownership, or evidence of noncancellable agreement covering use of the disposal area for the life of the contract.

**ADDENDUM A:  
GARBAGE CONTRACT 2013**

C. The Contractor shall carry or require that there be carried Excess or Umbrella Policy in the amount of \$1,000,000.

Before commencing work, the Contractor shall submit evidence of the insurance coverage(s) required above to the Owner for review and approval.

**ARTICLE XX – INSPECTION OF THE REFUSE & RECYCLING COLLECTION AREAS**

Each bidder must visit the residential, commercial and/or industrial sites, proposed work areas and neighborhoods within the Borough of Sharpsville and fully acquaint himself with the existing conditions and facilities involved, as well as, the difficulties and restrictions that may pertain to the performance of the contract. The bidder must thoroughly examine and familiarize himself with the drawings, technical specifications, and all other contract documents. The Contractor, by the execution of the contract, shall in no way be relieved of any obligation – due to his failure to receive or examine any form, document or legal instrument and/or his failure to visit the sites, work areas and neighborhoods thereby acquainting himself with the existing conditions. The Contractor is responsible for compliance with all Local, State and Federal Laws and Regulations. The Owner will be justified in rejecting any claim based on facts of which the Contractor should have been on notice as a result thereof. The Borough of Sharpsville is intending to have a pre-bid conference with all interested parties subject of which will be:

1. Contract Document
2. Bidding Procedures
3. General Question and Answer Period

**The pre-bid conference is mandatory, as a pre-requisite to bidding. The conference will be held on Monday, July 1, 2013 at 10:00 A.M. in Council Chambers, Municipal Building, 1 South Walnut Street, Sharpsville, PA.**

**The Council will require the successful bidder to meet with the Council on a quarterly basis while the contract is in force, the meetings will take place as part of a regularly scheduled workshop.**

Estimated quantities from past reports:

Municipal Solid Waste	2,000 - 2,500 tons per year
Single Stream Recycling	170 tons per year

- 4.16 BID BOND/PERFORMANCE BOND** – Unless otherwise noted or specified, each bid shall be accompanied by a certified check or a bid bond in the amount of twenty-five thousand dollars (\$25,000), made payable to the Borough of Sharpsville. Within ten (10) days after the contract has been awarded, a performance bond, with sureties approved by the Owner, shall be provided in the amount of one hundred percent (100%) of the Borough of Sharpsville's contract amount, based on the estimated refuse and/or recycling service units of each awarding municipality, times the successful bidder's proposed unit bid price(s), for the contract period commencing on or about September 1, 2013 and ending August 31, 2016. The performance bonds provided shall be reduced in value by one-third (1/3) effective September 1, 2014, and reduced by a like amount effective September 1, 2015 -- with the remaining bond amount to be effective for the contract period September 1, 2015 through August 31, 2016 and any annual renewal period thereafter. The performance bond issued shall be provided in the name of the Borough of Sharpsville and delivered to the municipal office of the Borough of Sharpsville. The performance bond submitted shall be approved by the Owner.



**ADDENDUM B:  
GARBAGE CONTRACT 2013**

**PART 1**

**NOTICE TO BIDDERS/INVITATION FOR BIDS**

Sealed proposals for providing the Borough of Sharpsville Residential Refuse and Recycling Collection/Disposal Service will be received by the Borough of Sharpsville, 1 South Walnut Street, Sharpsville, Pennsylvania 16150. Bids will be accepted until 3:00 p.m., prevailing time, Tuesday, July 9, 2013, at the Sharpsville Borough Office, or by mail addressed to the Borough of Sharpsville, Municipal Building, 1 South Walnut Street, Sharpsville, Pennsylvania 16150. All bids submitted shall be publicly opened and read aloud at the Borough Council Meeting on Wednesday, July 10, 2013 at 7:00 p.m.

**ARTICLE XVIII – INDEMNIFICATION**

The Contractor will indemnify and hold harmless the Owner and all of their agents and employees, from and against all claims, damages, losses and expenses (including attorney fees) arising out of or resulting from operations under these Contract Documents by the Contractor. In any and all claims against the Owner or any of their agents or employees, by any employee of the Contractor or anyone directly or indirectly employed by the Contractor – the indemnification obligation of the Contractor shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under workmen's compensation laws, disability benefit laws or other employee benefit laws.

**E. BID PRICE**

On the spaces provided on the Form-of-Proposal -- Bidders shall state a firm, monthly rate, bid price for providing a once-a-week, unlimited, curbside refuse collection service; and a separate monthly rate, bid price for providing a once-a-week, unlimited, commingled "bin" recycling collection service. Such bid price(s) shall be the sole payment for the entire costs necessary: 1) to pick-up, convey and dispose of all refuse, garbage, trash and/or rubbish placed at the curb line by occupants of residential dwellings/buildings, as specified herein; 2) to provide the commingled "bin" recycling collection service to occupants of residential dwellings/buildings, as specified herein.

4.02 **BASIS OF AWARD** – The Borough of Sharpville shall retain the right to select any combination of the refuse and/or recycling collection/disposal method options (A) and/or (B) as bid hereon the Form-of-Proposal, pages F/P-1 and F/P-2. Contract award shall be made to the one single bidder who shall offer the lowest aggregate contract amount to the Borough of Sharpville, calculated as follows: the Borough of Sharpville shall determine their individual total estimated annual units of refuse and/or recycling collection/disposal service required, times the bid price(s) submitted for each refuse and/or recycling method option selected by each participating. The lowest, overall aggregate annual contract amount offered collectively to the Borough of Sharpville, shall be the low bid.

The bid/contract award shall be an “all or nothing” contract award – with no splitting of an award between bidders for providing separate refuse and recycling collection services.

**A) Provide -- residential, unlimited, curbside Refuse Collection/Disposal Service “utilizing customer provided collection containers” for pick-up once-a-week (52-weeks per contract year), as specified.**

\$\_\_\_\_\_ bid price/per month, picked up. (estimate 1,557 customers)  
\$ 2.00 bid price/per month, picked up. (*hardship service*). (estimate 17 customers)  
\$\_\_\_\_\_ bid price/per month, (3 bags) picked up. (bag system). (estimate 26 customers)

**B) Provide -- residential, unlimited, curbside Commingled Recycling Collection and after collection Marketing Service “utilizing municipal provided collection bins”, as specified.**

\$\_\_\_\_\_ bid price/per month, picked up once-a-week (*52-weeks per contract year*).  
\$ 1.00 bid price/per month, picked up once-a-week (*hardship service*).  
\$\_\_\_\_\_ bid price/per month, picked up once-a-week (*bag system*).

Bidders desiring to furnish Residential Refuse and/or Recycling Collection/Disposal Services in substantial compliance

with these specifications, but differing slightly in some respects, may do so on a separate sheet of paper explaining their proposal.

1. Rear yard service to be provided on an as needed basis and approved by the Borough at no additional cost. (estimate 14 customers).

Alternate # 1

The current contract is for one day Borough wide pickup. As an alternate the contractor may bid on a two day split Borough pick-up with the same conditions as in the prime bid.

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\$ 1.00 bid price/per month, picked up once-a-week (*hardship service*).

\$ \_\_\_\_\_ bid price/per month, picked up once-a-week (*bag system*).

## Sharpsville Solid Waste and Recycling Summary 2011

	Solid Waste (tons)	Recycling (tons)	Leaves (loads)
January	113.51	8.58	
February	112.12	9.12	
March	123.99	8.72	
April	165.69	12.51	
May	168.82	10.82	1 dump
June	153.14	9.75	
July	176.13	13.42	
August	148.65	13.44	
September	185.33	15.94	
October	139.96	14.67	
November	151.80	14.33	
December	157.78	14.15	4 dumps
<b>Total</b>	<b>1796.92</b>	<b>145.45</b>	<b>0</b>

# Sharpssville Solid Waste and Recycling Summary 2012

	Solid Waste (tons)	Recycling (tons)	Leaves (loads)
January	124.33	8.69	
February	107.23	11.67	
March	152.67	16.50	
April	127.24	14.63	
May	144.87	15.02	
June	175.07	16.28	
July	140.28	16.06	
August	176.02	14.21	
September	138.80	12.54	
October	125.53	14.92	
November	150.66	18.18	
December	113.12	12.55	
<b>Total</b>	<b>1675.82</b>	<b>171.25</b>	<b>0</b>

## Resolution 1994

**A RESOLUTION OF THE BOROUGH OF SHARPSVILLE,  
MERCER COUNTY, PENNSYLVANIA, IMPOSING A RATE INCREASE  
ON THE COLLECTION AND DISPOSAL OF SOLID WASTE AND  
RECYCLABLE MATERIAL IN THE BOROUGH OF SHARPSVILLE.**

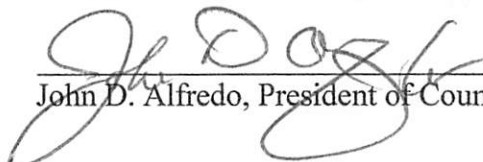
WHEREAS, the Borough of Sharpsville has awarded a contract to Tri County Industries, Grove City, PA, for the collection and disposal of solid waste and recycling material generated in the Borough of Sharpsville, and

WHEREAS, the Borough of Sharpsville is responsible, pursuant to the current garbage contract to set rates for the collection of solid waste and recyclable material in the Borough;

NOW THEREFORE BE IT RESOLVED that the rate for unlimited curbside pick up shall be \$ 40.00 per unit quarterly; purchased bag system shall be raised from \$ 20.00 per unit to \$ 35.00 per unit quarterly. The rate increase shall become effective October 1, 2013.

RESOLVED AND ENACTED this 14th day of August, 2013.

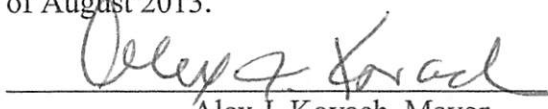
**BOROUGH OF SHARPSVILLE**

  
John D. Alfredo, President of Council

**ATTEST:**

  
Kenneth P. Robertson, Borough Secretary

Examined and approved by me this 14th day  
of August 2013.

  
Alex J. Kovach, Mayor

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# **APPENDIX B**

## **SHARPSVILLE SOLID WASTE AND RECYCLING ORDINANCE**

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## **CHAPTER 20**

### **SOLID WASTE**

#### **PART 1**

#### **SANITATION AND REFUSE DISPOSAL**

- §101. Short Title
- §102. Definitions
- §103. Authorization of Collectors
- §104. Precollection Practices
- §105. Collection Practices
- §106. Rubbish and Vector Abatement
- §107. Fees
- §108. Dumping
- §109. Penalties
- §110. Discount Rate

#### **PART 2**

#### **RECYCLING REGULATIONS**

- §201. Program
- §202. Definitions
- §203. Method of Placing Garbage, Paper and Other Materials for Collection
- §204. Penalties
- §205. Additions
- §206. Rates for Collection of Recyclable Materials



## PART 1

### SANITATION AND REFUSE DISPOSAL

#### §101. SHORT TITLE.

This Part shall be known as the "Sanitation and Refuse Disposal Ordinance."

(Ord. 964, 12/28/1990, §1)

#### §102. DEFINITIONS.

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

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

**BOROUGH** - the Borough of Sharpsville, Mercer County, Pennsylvania, the Mayor, the Borough Council and the Borough Manager/Secretary of Sharpsville.

**BOROUGH COLLECTOR** - that individual, partnership, firm, corporation or business entity designated by the Borough Council, by means of an independent contract, as the person having the exclusive right to collect refuse within the Borough, but shall not be construed as meaning that said person is an employee, official or representative of the Borough of Sharpsville.

**BREEDING AREA** - any condition which provides the necessary environment for the birth or hatching of vectors.

**COLLECTION OF WATER** - those contained in ditches, pools, ponds, streams, excavations, holes, depressions, open cesspools, privy vaults, fountains, cisterns, tanks, shallow wells, barrels, troughs, urns, cans, boxes, bottles, tubs, buckets, roof gutters, tanks of flush closets, reservoirs, vessels, receptacles of any kind or other container or device which may hold water.

**COMMERCIAL** - the use of premises other than as a dwelling.

**DWELLING** - a building used for residential purposes, except hotels, boarding and lodging houses, tourist cabins, motels and trailers.

**EXTERMINATION** - the control and elimination of vectors by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, fogging, larviciding, trapping or by any other recognized and legal vector control elimination methods approved by the local or State authority having such administrative authority.

## SOLID WASTE

**GARBAGE** - putrescible animal and vegetable wastes resulting from handling, preparation, cooking and consumption of food.

**HARBORAGE** - any place where vectors can live, nest or seek shelter.

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

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

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

**VECTOR** - a rodent, arthropod or insect capable of transmitting a disease or infection. Vectors shall include, but not be limited to, rats, mosquitoes, cockroaches, flies, ticks, etc.

**VECTOR PROOFING** - a form of construction to prevent the ingress or egress of vectors to or from a given space or building or gaining access to food, water or harborage. This term shall include, but not be limited to, rat proofing, fly proofing, mosquito proofing, etc.

(Ord. 964, 12/28/1990, §2)

### §103. AUTHORIZATION OF COLLECTORS.

1. It shall be unlawful for any person, other than such persons as are duly authorized by the Borough, to collect and haul refuse of any nature within or from the Borough.
2. The Borough Council shall, by contract, designate one person as the Borough Collector for the ensuing fiscal year. Said Borough Collector shall have the exclusive right and obligation to collect and haul residential refuse within the Borough.

(Ord. 964, 12/28/1990, §3)

### §104. PRECOLLECTION PRACTICES.

1. Preparation of Refuse.
  - A. All garbage shall be drained of liquid and wrapped in paper before being placed in the container.
  - B. Tree trimmings, hedge clippings and similar rubbish shall be cut in lengths not exceeding 5 feet and shall be securely tied in bundles before being deposited for collection.

- C. Newspapers, magazines and other printed matter, not placed in containers, shall be securely tied in bundles not exceeding 40 pounds in weight.

2. Refuse Containers.

- A. All garbage and all other refuse, when possible, shall be placed in containers.
- B. Refuse containers shall be of durable, watertight, rust resistant material having a close fitting lid and handles to facilitate collection.
- C. Refuse containers for residences shall not be more than 32 gallons in capacity and shall be of such size as can be handled easily by one man.
- D. Containers containing garbage shall be covered with a lid which fits securely and prevents access to flies and other insects.
- E. It shall be unlawful to permit the accumulation of residue of liquids, solids or a combination of such material on the bottom or sides of containers, it being the intention of this provision that the interior of containers shall be kept clean by thorough rinsing and draining as often as necessary.
- F. All containers shall be kept in a sanitary condition and shall be kept in good condition. Any container that does not conform with this Part or that is likely to injure the collector or his employees, or hampers the prompt collection of refuse, shall be replaced upon notice. Failure to replace said defective container may result in the loss of refuse collection until such time as the container is replaced.

3. Accumulation of Refuse.

- A. No person shall place any refuse upon any street, alley, walk or other public place or upon any private property, except in proper receptacles for collection, or where the refuse is of such size and shape as not to permit its being placed in containers.
- B. No person shall deposit refuse in any stream or body of water. In no event shall refuse be placed on the property of another.
- C. No person, except the occupants of the property on which the container is placed and an authorized collector, shall remove the lids of the container and/or remove the contents thereof.
- D. Refuse of a highly inflammable or explosive nature, or highly infectious or contagious refuse, shall not be stored for ordinary collection but shall be disposed of in accordance with the directions of the State Board of Health.
- E. No person shall allow refuse to accumulate so that it shall or may afford food, harborage or breeding areas for rats, flies or other vectors.

## SOLID WASTE

### 4. Location of Containers.

- A. Refuse containers shall be placed according to the distances set forth in the following subsection, for collection by the collector from the street or alley abounding and abutting the property.
- B. Refuse containers shall be placed for collection at ground level on the property, not within the cartway of a street or alley and accessible to, and not more than 10 feet from the side or curb of the street or alley from which collection is made.
- C. It shall be unlawful to permit containers to remain at the curbside or along a public right-of-way for periods longer than 10 hours prior to or following regularly scheduled collection days.

(Ord. 964, 12/28/1990, §4)

### §105. COLLECTION PRACTICES.

- 1. Refuse collected by the Borough Collector will be made at least once a week except where conditions beyond the control of the collector prevent collection. Businesses disposing of their own refuse shall provide for collection at intervals short enough to prevent unsafe, unsightly or unsanitary accumulations of refuse.
- 2. The Borough Collector will collect all refuse placed at the designated collection site. The only exceptions are those listed in subsection (3) below.
- 3. The following items will not be collected by the Borough Collector:
  - A. Large tree stumps.
  - B. Auto parts and tires.
  - C. Explosives or flammable liquids.
  - D. Bricks, concrete or concrete blocks.
  - E. The following items will be picked up only by special arrangements with the collector:
    - (1) Refrigerators, freezers, stoves, washing machines, radiators, bed springs, bicycles or large metal toys.
- 4. The collection practices of the Borough collector and any other person removing refuse from the Borough by special permit of the Borough shall conform to all applicable rules and regulations of the Borough, the Commonwealth of Pennsylvania and any contract or contracts between the parties, and all practices shall be subject to review or approval of Borough Council.

(Ord. 964, 12/28/1990, §5)

**§106. RUBBISH AND VECTOR ABATEMENT.**

1. Every owner of a dwelling containing three or more dwelling units shall maintain in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.
2. Every occupancy of a dwelling or dwelling unit shall maintain in a clean and sanitary condition that part or those parts of the dwelling, dwelling unit and premises thereof that he occupies and controls.
3. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of insects and/or rodents on the premises; and every occupancy of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested. Notwithstanding, the foregoing provisions or this subsection, whenever infestation is caused by failure of the owner to maintain a dwelling in a rodent proof or reasonable insect proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination shall be the responsibility of the owner.
4. Whenever it shall be determined that any dwelling, building, structure, accessory structure, premises, collection of water or any other place is in violation of this Part, a notice shall be issued setting forth the alleged violations, and advising the owner, occupant, operator or agent that such violations must be corrected. The time for the correction of said violations must be given as well as the necessary methods to be employed in the correction.
5. Whenever said violations shall fail to be corrected within the time set forth, and an extension of this time is not deemed to be necessary, the Borough may proceed to abate the said violations in the manner provided by the law.

(Ord. 964, 12/28/1990, §6)

**§107. FEES.**

1. Residential.
  - A. The fees for collection and disposal of refuse from residential property shall be established from time to time by resolution of the Borough Council. [Ord. 1020]
  - B. The fees herein provided for shall be paid quarterly by the owner of the dwelling unit. The fee for refuse disposal shall be the responsibility of the dwelling unit owner and in the event of a transfer of ownership all unsettled charges shall become the responsibility of the new owner.

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- C. All bills unpaid after a period of 30 calendar days from the date of billing shall be subject to a penalty of 5%. Delinquent accounts are subject to stoppage of service without notice. Upon stoppage, service will be resumed thereafter only on payment of all accumulated fees for the period of collection and noncollection as well as all penalties assessed against the account. The stoppage of service herein provided shall be in addition to the right of the Borough to proceed for the collection of such unpaid charges by action in assumpsit, by municipal lien or, at the election of the Borough, in any other manner provided by law for the collection of a municipal claim.
- D. Exonerations. Any dwelling unit which is totally unoccupied and which generates no refuse for an entire quarter shall be exonerated from the charges herein levied. Such exoneration shall be made only after the owner has filed an affidavit certifying to such vacancy on a form provided by the Borough. No such exoneration shall be made on the basis of vacancies of less than or other than the full quarters. For the purposes of this Section, a "quarter" shall be defined as any one of the following three month calendar periods: January, February, March; April, May, June; July, August, September; October, November, December.

(Ord. 964, 12/28/1990, §7; as amended by Ord. 1020, 12/10/1997)

### §108. DUMPING.

On and after the passage of this Part, it shall be unlawful to dump or deposit, except for collection under the terms of this Part, any garbage, ashes, rubbish or refuse of any nature at any place within the confines of the Borough of Sharpsville.

(Ord. 964, 12/28/1990, §8)

### §109. PENALTIES.

Any person, firm or corporation violating any of the provisions of this Part shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues shall constitute a separate offense.

(Ord. 964, 12/28/1990, §9; as amended by Ord. 1020, 12/10/1997)

### §110. DISCOUNT RATE.

1. A resident may apply for a discount rate of \$15 per quarter for curbside garbage pickup if that resident meets the following criteria:
  - A. The resident lives alone.



- B. The resident is 62 years of age or older.
  - C. The resident puts out only one bag of garbage per week.
  - D. The resident's annual income is less than \$10,600.
2. The resident must execute an affidavit that the information in the application is true and correct to the best of his/her knowledge, information and belief.
  3. The Council of the Borough of Sharpsville will then review each application to determine if the resident qualifies for the discount rate of \$15 per quarter for curbside garbage pickup.

(Ord. 964, 12/28/1990; as added by Ord. 966, 3/13/1991)



## PART 2

### RECYCLING REGULATIONS

#### §201. PROGRAM.

There is hereby established a program for the mandatory separation and collection of newsprint, glass, metal, bimetal, aluminum cans, plastics, etc.

(Ord. 970, 7/9/1991, §1)

#### §202. DEFINITIONS.

As used in this Part, the following definitions shall apply:

**GLASS** - all products made from silica or sand, soda ash and limestone, the product being transparent or translucent and being used for packaging or bottling or various matter and all other material commonly known as glass, excluding, however, leaded glass, crystal, blue and flat glass commonly known as window glass.

**METAL AND ALUMINUM CANS** - includes all disposable, recyclable containers fabricated primarily of aluminum, metal or bimetal, and commonly used for beverages, fruits, vegetables and other liquid or dry matter.

**NEWSPRINT** - recyclable paper of the type commonly known as newspaper, but excluding therefrom periodicals, magazines and chemically coated paper.

**PLASTICS (HDPE - HIGH DENSITY POLYETHYLENE)** - "natural" (without color) commonly found in milk, cider, spring and distilled water jugs; rubbing alcohol, large vinegar, juice (not clear), and single-serve drink bottles; eye drop containers, grocery bags, base cups. "Colored," commonly found in laundry, dish detergent, fabric softener and saline solution bottles; also bleach, lotion, motor oil and anti-freeze bottles; dental floss and baby wipe dispensers.

**PET (POLYETHYLENE TEREPHTHALATE)** - commonly found in soft drink bottles, pepto-bismol, ocean spray, honey, liquor, palmolive dish detergent and liquid Spic'n Span bottles; other clear bottles with nubs; ovenable food trays; boil-in-the-bag bags.

(Ord. 970, 7/9/1991, §2)

#### §203. METHOD OF PLACING GARBAGE, PAPER AND OTHER MATERIALS FOR COLLECTION.

Each resident shall place for disposal, removal or collection newsprint, glass and/or metal and aluminum cans, including clear, green, brown glass, aluminum cans, steel cans, bimetallic cans, PET and HDPE plastics, newsprint and leaves in strict conformity with the

## SOLID WASTE

following regulations:

- A. Newsprint shall be bundled separately and secured in bundles not to exceed 50 pounds and shall not be contained in plastic bags.
- B. Glass shall be clean, with contents, labels removed, and with caps removed. All glass shall be placed in a container as provided, said container which when full shall not exceed 50 pounds.
- C. Metal, steel, bimetal and aluminum cans shall be clean, with contents and labels removed and shall be placed in a container as provided, said container which when full shall not exceed 50 pounds.
- D. Leaves shall be in plastic bags not exceeding 50 pounds in weight.
- E. Christmas trees shall have all holiday trimmings removed.
- F. Alternatively, the Borough Manager/Secretary may, with the concurrence of the collector and Borough Council, permit products herein defined as clear glass, green glass, brown glass, aluminum cans, steel cans, bimetallic cans, PET and HDPE plastics, newsprint and leaves, to be placed in the same container. Public notice of the appropriate manner of separation and schedule of collection shall be given.
- G. Each container of recyclable materials shall be clearly marked by affixing thereto an appropriate decal or other clear marking approved by the Borough Manager/Secretary. Recyclables shall not be placed in plastic bags or other disposable bags or containers made of polyethylene or other similar base, excluding leaves.
- H. All other solid waste shall be prepared for collection separate from clear, green, brown glass, aluminum cans, steel cans, bimetallic cans, PET and HDPE plastics, newsprint and leaves.
- I. The collection of solid waste shall take place at least weekly, and collection or recyclables at least weekly on the same day scheduled for solid waste collection, in accordance with a schedule approved by the Borough Manager/Secretary.
- J. Ownership of recyclables set out for collection shall thereupon vest in the Borough of Sharpville. It shall be unlawful for a person or entity to collect, remove or dispose of recyclables which are the property of the Borough of Sharpville without first having obtained an appropriate permit. Each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense.

(Ord. 970, 7/9/1991, §3)

**§204. PENALTIES.**

Any person or entity who violates or fails to comply with any provision of this Part shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues shall constitute a separate offense.

(Ord. 970, 7/9/1991, §4; as amended by Ord. 1020, 12/10/1997)

**§205. ADDITIONS.**

The Borough Manager/Secretary, upon approval by Borough Council, and notice to residents, may from time to time add or delete items to be recycled.

(Ord. 970, 7/9/1991, §8)

**§206. RATES FOR COLLECTION OF RECYCLABLE MATERIALS.**

1. The rate for picking up recyclable materials and the rate for those residential units which qualify for a discount shall be an amount as established from time to time by resolution of Borough Council. [Ord. 1020]
2. A resident may apply for the discount rate if that resident meets the following criteria: [Ord. 1020]
  - A. The resident lives alone.
  - B. The resident is 62 years of age or older.
  - C. The resident puts out only one container of recyclable material per week.
  - D. The residents annual income is less than \$10,600.
3. The resident must execute an affidavit that the information in the application is true and correct to the best of his/her knowledge, information and belief.
4. The Council of the Borough of Sharpstown will then review each application to determine if the resident qualifies for the discount rate. [Ord. 1020]
5. The Borough shall be the owner of all containers used for the containment of recyclable materials.
6. The Borough shall distribute one container to each residential unit.
7. Each resident shall be solely responsible of the one container received from the Borough.
8. Any resident who loses, removes, permits to be removed or damages the container

## SOLID WASTE

which he/she receives from the Borough shall be solely responsible for the cost of replacing same, said cost to be determined by the Borough Manager/Secretary.

9. Each successive replacement shall, likewise, be the responsibility of the resident.
10. The Borough may, from time to time, replace those containers which, in its discretion, need replaced.

(Ord. 970, 7/9/1991; as added by Ord. 971, 8/14/1991; as amended by Ord. 1020, 12/10/1997)

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## **APPENDIX C**

### **SHARPSVILLE RECYCLING BROCHURE**

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## ***Recycling is easy!***

### ***The new way is "Single Stream Recycling."***

Please put your bin in a place where you'll remember to use it. Consider having multiple collection areas in your residence. All of your recyclables should be placed in the container. No need to separate any of the recyclable materials. Recyclables can be mixed in your recycling bin. As in the past your recycling bin will continue to be serviced every Friday. Place any excess recyclable materials in a cardboard box (not to exceed 36"x 36" in size) or paper bag and place on top or next to the recycling bin and separate from your trash.

### ***Why we should Recycle***

- Because we take pride in our community.
- Because the Borough of Sharpsville is counting on you to help make this program successful.
- Because we need you to complete the recycling circle.



## ***Increase your Recycling today. Do you need a second Recycling Container?***

With the additional items now being collected is your first recycling container filled before your next collection? Don't let your container get full and then put the overflow in your refuse container. If you need a second container visit the Borough office for an additional container.

Increase your recycling and encourage your neighbors to participate and our community will benefit by reducing its disposal cost and increasing its money earned from Pennsylvania's Recycling Grant Program. In the end more recycling is good for you, your community and your environment.

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If you have questions about your recycling, call the Recycling Coordinator at the office of the

### **Borough of Sharpsville**

1 South Walnut Street  
Sharpsville, Pennsylvania 16150  
724-962-7896  
<http://sharpsville.org/>

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# **The Borough of Sharpsville Recycles**



**Recycling makes sense; it  
creates jobs and provides  
for a cleaner environment**



## ***Waste Disposal is a Long-term concern***

- Each of us produces about 5 pounds of trash a day; 1800 pounds a year.
- We landfill 65%, incinerate 10%, and recycle 25% of our trash.
- Waste disposal costs the U.S. more than \$10 billion a year!

## ***Environmental Shopping is an answer***

- Almost half of what we throw away is recyclable! Packaging accounts for 33% of municipal waste, 65% of which is landfilled!
- When we buy only the products we need, with the least amount of packaging, and use only recycled or recyclable packaging, we send less trash to the landfills and incinerators, and help protect the environment!
- Become an Environmental Shopper and reduce the trash we dispose of by as much as 50%!
- Kick the disposal habit!







## ***Become an Environmental Shopper***

**Learn the 5-R's:**

- **REDUCE** the amount of waste we produce
- **REUSE** as much as possible
- **RECYCLE** the recyclable
- **REJECT** over-packaging and products that are hazardous to the environment
- **REACT** by joining with other consumers to let manufacturers and government know your views.

## ***Acceptable Recyclable Plastics***

***Check the bottom of container for  
acceptable plastic types***

 <b>PETE</b>	<b>Polyethylene Terephthalate Ethylene</b>  PETE goes into soft drink, juice, water, detergent, and cleaner bottles. Also used for cooking and peanut butter jars.
 <b>HDPE</b>	<b>High Density Polyethylene</b>  High Density Polyethylene HDPE goes into milk and water jugs, bleach bottles, detergent and shampoo. Plastic bags and grocery sacks, motor oil bottles, household cleaners and butter tubs.
 <b>PVC</b>	<b>Polyvinyl Chloride</b>  PVC goes into window cleaner, cooking oils, and detergent bottles. Also used for peanut butter jars and water jugs.
 <b>LDPE</b>	<b>Low Density Polyethylene</b>  LDPE goes into plastic bags and grocery sacks, dry cleaning bags and flexible film packaging. Also some bottles.
 <b>PP</b>	<b>Polypropylene</b>  PP goes into disks, syrup bottles, yogurt tubs, straws and film packaging.
 <b>PS</b>	<b>Polystyrene</b>  PS goes into meat trays, egg cartons, plates, cutlery, carry-out containers and clear trays.

## ***Single Stream Recycling***

***Learn what is recycled  
In your community***

- Aluminum Cans
- Corrugated Cardboard
- Glass – all colors & shapes
- Newsprint & Inserts
- Office Paper
- Plastics #1-6
- Steel Cans
- Phone Books
- Paperback Books
- Junk Mail & Envelopes
- Dry Food & Tissue Boxes
- Pizza Boxes – Lid only
- Magazines & Catalogs

## ***Not Accepted***

- Aerosol Containers
- Waxed Boxed Containers
- Pizza box – Bottom
- Styrofoam materials
- Tires

## ***Re-use***

- Appliances
- Boxes
- Clothing
- Containers
- Grocery bags
- Wrapping paper

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## **APPENDIX D**

### **THE PEOPLE SPEAK**

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# The People Speak

Pay-as-you-throw and resident satisfaction. BY STEPHEN LISAUSKAS AND JOSHUA KOLLING-PERIN

For years, cities and towns that have considered adopting pay-as-you-throw (PAYT) to address the rising cost of solid waste disposal have needed to do so with little or no information on what people really think about the programs.

As with any public issue, many residents have questions, and sometimes a few vocal residents speak out against the program. However, it is not clear how many people those opponents actually represent. Conversely, it has been hard for leaders to determine how many potential PAYT supporters there are in a community, mainly because most supporters do not take the time to speak up in public forums. For too long, this information gap has forced municipal leaders to make decisions in a vacuum: If they adopt PAYT, how satisfied will their residents be with the program, and will they comply with it? The level of public approval can have a significant impact on the overall success and effectiveness of a PAYT program.

Now, a new study conducted by the public opinion research firm Public Policy Polling (PPP) shows, for the first time, what people think after PAYT is implemented, and what opinions policymakers can expect the public to hold after the new program is implemented. The study sheds light on resident attitudes

toward PAYT—and shows those attitudes to be overwhelmingly positive. This study gives municipal leaders the tools they need to incorporate residents' opinions into their decision-making process, showing them conclusively that people who participate in pay-as-you-throw see it as fair, effective, and easy to do.

## Background on Pay-as-You-Throw

Pay-as-you-throw programs can take many forms, but bag-based programs are the most effective at reducing waste. With bag-based pay-as-you-throw, people dispose of their waste in specially marked city or town bags, usually in easily recognizable, bright colors with a municipal seal imprinted on them. The bags cost a little more than traditional trash bags (often \$1 or \$2, depending on size), because they cover not only the cost of the bag but also all or part of the cost of collection and disposal. Making people aware of the cost of their garbage every time they throw something away makes them think twice about putting easily recycled—and valuable—materials into the trash. People become less likely to throw away those things that have value outside the trashcan—whether through reuse, recycling, composting, charitable donations, or other means. And when people recycle and divert material from their trash, they can save on the cost of disposal. Bag-based pay-as-you-

throw has been proven to cut trash tonnages by an average of almost 50%—helping municipal finances and reducing garbage's environmental toll.

## Methodology

The automated telephone survey asked 27 questions of 991 residents of communities with bag-based pay-as-you-throw programs. The respondents were selected randomly from among 11 communities in four states (Iowa, Massachusetts, New Hampshire, and Rhode Island). The survey was conducted over four days in February 2014.

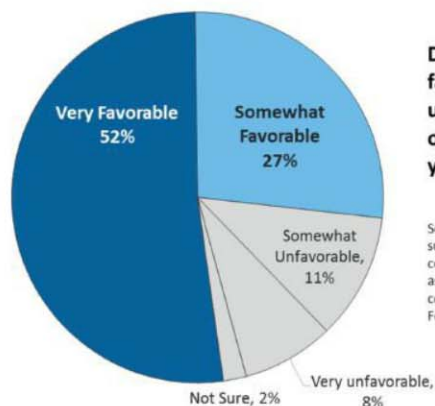
## Overall Findings

The most striking finding of the survey is pay-as-you-throw's extremely high favorability. Overall, 79% of survey respondents said they have either a very or somewhat favorable opinion of PAYT. Additionally, an outright majority said they have a very favorable opinion of PAYT.

Notably, PAYT has high favorability across income brackets. Even in households in the lowest income bracket surveyed (below \$30,000), 80% said they see it as very or somewhat favorable.

Given the obvious operational concerns about changing a core public service such as trash collection, policymakers can take comfort

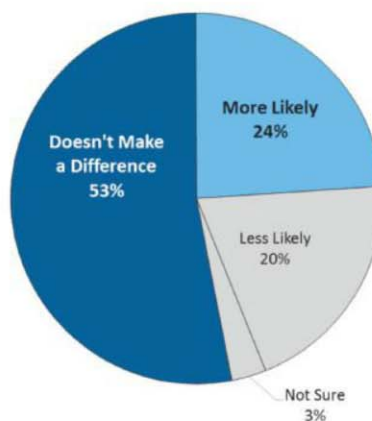
**Participants in Pay-as-You-Throw Programs Have a Highly Favorable View of Them.**



**Do you have a favorable or unfavorable opinion of pay-as-you-throw?**

Source: Automated telephone survey of 991 residents of communities with bag-based pay-as-you-throw programs, conducted by Public Policy Polling Feb. 21-25, 2014.

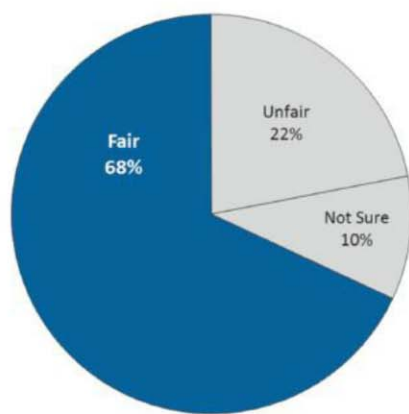
**Participants in Pay-as-You-Throw Programs Are Highly Likely to Re-Elect the Officials Who Implement It.**



**Does having pay-as-you-throw in place make you more or less likely to vote for the officials who implemented it, or does it not make a difference?**

Source: Automated telephone survey of 991 residents of communities with bag-based pay-as-you-throw programs, conducted by Public Policy Polling Feb. 21-25, 2014.

### More Than Two-Thirds of Pay-as-You-Throw Participants See the Program as Fair.



**Do you think pay-as-you-throw is a fair or unfair way for your community to ask residents to pay for solid waste disposal?**

Source: Automated telephone survey of 991 residents of communities with bag-based pay-as-you-throw programs, conducted by Public Policy Polling Feb. 21-25, 2014.

### Pay-as-You-Throw Participants Overwhelmingly See the Program as Easy to Participate in.



**Would you say participating in pay-as-you-throw is difficult for you, or not?**

Source: Automated telephone survey of 991 residents of communities with bag-based pay-as-you-throw programs, conducted by Public Policy Polling Feb. 21-25, 2014.

in the fact that 89% of respondents say their PAYT program is performing better than or as well as they expected—suggesting that the concerns voiced before implementation largely disappear once people experience PAYT in real life.

The survey also asked about the ultimate measure of public satisfaction: if having PAYT in place makes respondents more or less likely to vote for the officials who implemented it. Overwhelmingly, respondents showed that elected leaders do not face negative repercussions for bringing in PAYT. More than three quarters said that they are either more likely to vote for those leaders (24%) or that it does not make a difference (53%).

### Findings About Fairness

Respondents overwhelmingly said they believe that pay-as-you-throw is a fair way for residents to pay for their trash disposal. Indeed, the concept of payment based on usage is well understood by residents, as they are already used to water, electricity, gas, and other utilities being paid for in this way. Overall, 68% said it is fair, more than three times the 22% who considered it unfair. Given the general unpopularity of the taxes and fees that fund public services, this 3:1 “fairness ratio” speaks strongly to the public’s support for pay-as-you-throw, and it may reflect residents’ appreciation of their ability to choose how much they wish to pay under PAYT—a choice they are not given for property taxes, building inspection fees, and most other public services.

The perception of PAYT as fair holds up across income levels. Among respondents with household income below \$30,000, the fairness ratio is nearly 2:1 (57% to 32%), and it is almost 3:1 (65% to 25%) for those making between \$30,000 and \$50,000. Households earning between \$50,000 and \$75,000 give PAYT a 3:1 fairness ratio (69% to 22%), those

earning between \$75,000 and \$100,000 give it more than 4:1 (78% to 18%), and fairness ratio from the ones that make more than \$100,000 is almost 6:1 (80% to 14%).

### Findings About Effectiveness

The survey consistently found that residents understand and appreciate the benefits of their community’s pay-as-you-throw program. Asked if they think PAYT’s environmental impact on their community is positive, negative, or neutral, fully 62% said positive; just 10% said negative.

Fifty percent of survey participants said they see PAYT’s financial impact as positive, and another 33% see it as neutral; just 13% said negative.

Additionally, respondents showed a clear understanding of the degree to which PAYT reduces solid waste volume and increases recycling. Seventy-four percent said they think their community’s solid waste decreased either a lot (44%) or a little (30%) since implementation of PAYT. Ninety percent said they think PAYT led recycling to increase by a lot (67%) or a little (23%).

### Ease of Participation

Survey respondents consistently said that taking part in pay-as-you-throw fits well into their lives and is not a burden on them. The survey found overwhelmingly that it is easy for people to take part in. Nearly three-quarters of all respondents (74%) said they think it is not difficult to participate in PAYT. Moreover, the study found that the longer people do pay-as-

you-throw, the easier they find it to participate.

Overall, 67% also said they consider the cost of pay-as-you-throw bags to be an affordable part of their household budget. This belief in the affordability of PAYT holds constant across income levels, with a clear majority of even the lowest-income households (those earning less than \$30,000) saying they consider the bags affordable.

Notably, the survey also shows that the concerns that many have about PAYT before implementation largely disappear once they begin participating. Nearly two-thirds of respondents—67%—said taking part in pay-as-you-throw is less difficult than they thought it would be before the program began.

### Conclusion

In short, this study provides concrete data demonstrating that people who participate in pay-as-you-throw programs strongly support them, for a wide range of reasons and in a large number of ways. Knowing with certainty that people like pay-as-you-throw fills a critical need for municipal decision-makers considering PAYT, because it gives them compelling evidence that they are likely to see similarly strong support for PAYT soon after they implement a program in their own communities. The findings of this survey give them the flexibility to move more freely toward implementation, concentrating their planning and decision-making on important practical and operational concerns, such as when and how best to implement their pay-as-you-throw program. **MSW**

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For related articles:

[www.mswmanagement.com/recycling](http://www.mswmanagement.com/recycling)

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## **APPENDIX E**

### **EDCO RECYCLING GUIDELINES**

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*"We'll Take Care of It"*

[\[http://www.edcodisposal.com/corporate/\]](http://www.edcodisposal.com/corporate/)

## Recycling Information

[Start or stop service \[/corporate/residential-waste-services/start-or-stop-service/\]](/corporate/residential-waste-services/start-or-stop-service/)

Recycling is Easy with EDCO! You can put all of your recyclables in one container. All you need to remember is what you CAN and what you CAN'T put in your blue recycling cart.

Additional blue recycling carts are available at no additional cost! [Click here to place request. \[/corporate/contact-edco/\]](/corporate/contact-edco/)

### EDCO's Recycling Guidelines

#### Glass Bottles & Jars

Recycle all food and beverage containers—clear and colored glass. Please rinse. No need to remove labels though.

#### Cardboard

Flatten or cut boxes to a size that fits comfortably inside recycling cart.



#### Newspapers

Recycle your newspaper and everything that is delivered with it—including inserts, coupons, etc.

#### Cans

Recycle aluminum cans and steel cans—including clean & dry paint cans, and empty aerosol cans. Also recycle aluminum foil.

#### Plastic Containers

Recycle all rigid plastics, such as bottles, jugs, and jars, marked  to , and all beverage containers labeled "CA Redemption Value" or "CA Cash Refund" including:

- Food & Beverage Containers — Milk, soda, water, salad dressings, cooking oil, yogurt containers, cottage cheese containers, etc.
- Jars & Canisters — Peanut butter jars, mayonnaise jars, aspirin bottles and 35mm film canisters.

- Cleaning Products & Detergents — Bleach, detergent, soap, shampoo, drain cleaners, etc. (Containers must be empty.)
- Automotive & Yard Care Products — EMPTY motor oil, antifreeze, plant food and herbicide containers.
- Miscellaneous Rigid Plastics — Including, but not limited to, plastic buckets with metal handles, plastic drums, totes & empty garbage cans, plastic milk crates, kitty litter buckets, laundry baskets, lawn furniture, and pet carriers, plastic toys, plastic agricultural trays/pots, plastic pallets, and other mixed plastic containers.

Look on the bottom of a plastic item and you should find the "chasing arrow" symbol with a number in the center like the two shown (♻️ to ♻️).

### Mixed Paper

Recycle virtually all clean and dry paper including: writing paper (all colors), computer paper, Xerox paper, "no carbon required" (NCR) forms, catalogs, brochures, magazines, junk mail, phone books, post-it type notes, and shredded paper (place shredded paper inside paper bags to contain shreds). EDCO accepts them all, PLUS if those items have staples, window envelopes, or even those little metal clasps on legal envelopes, they're OK, too! But, please, no large metal items like clasps on Acofastener notebooks or 3-ring binders.

You can also recycle cereal boxes and other clean food packaging, including cake boxes, flour bags, frozen dinner boxes, paper egg cartons, and soda/beer 12-pack carrying boxes. Also recycle paper grocery bags, gift boxes, shoe boxes, paper gift wrap, calendars, and core tubes from paper towels, etc.

### Recycling Alternatives:

- Plastic grocery bags can be returned to grocery stores for recycling or they can be reused.
- Batteries and light bulbs need to be disposed of properly and not placed in trash or recycling containers. Visit our website for proper disposal of HHW items.

### Large items



Items that are too large to place in blue recycling cart can be dropped off at no cost at any of our Buyback Centers.

*Family Owned - Locally Operated*

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