

October 11, 2010



Mr. Gregg Pearson  
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York County Solid Waste Authority  
2700 Blackbridge Road  
York, PA 17406

**Subject: Residential Curbside Recycling Collection in Non-Mandated Municipalities  
(Under Pennsylvania Act 101)  
SWANA Project #448**

Dear Mr. Pearson:

This letter report summarizes R. W. Beck's review and evaluation of the feasibility of implementing residential curbside recycling collection in 11 municipalities within York County ("County"), Pennsylvania that currently do not have curbside recycling service. The York County Solid Waste Authority ("YCSWA" or the "Authority") sought technical assistance to assess the feasibility of expanding residential curbside recycling collection to the municipalities that currently do not have curbside service in an effort to improve convenience and increase the quantities of recyclable materials collected.

This project was performed as part of the Recycling Technical Assistance program sponsored by the Pennsylvania Department of Environmental Protection ("DEP") and the Solid Waste Association of North America ("SWANA").

This letter report is divided into the following sections:

- Executive Summary
- Introduction
- Overview of Municipalities without Curbside Recycling Collection
  - Annual Quantities of Recyclable Material Collected
  - Estimated Quantities of Recyclable Material Recovered per Capita
  - Recycling Rates
- Options to Consider for Implementing Curbside Recycling Collection
- Cost Comparisons
- Conclusions and Recommendations
- Appendices



## Executive Summary

York County, with a population of about 435,000, contains 72 municipalities. Currently, 61 of the 72 municipalities have curbside recycling. Eight of the eleven municipalities without curbside recycling (which are concentrated in two areas of the County – the northwest and southeast areas) have drop-off recycling locations for the collection of residential recyclable materials, which are provided by the municipalities. In 2009, in the communities with curbside recycling, the median amount of recyclable materials collected per person per year was 167 pounds. In the eleven communities without curbside recycling, however, the amount of recyclables collected was between 2.83 and 15.49 pounds per person per year.

The Authority is interested in exploring ways to assist the municipalities in increasing the amount of municipal solid waste (MSW) recycled. In this report, R. W. Beck presents five main options, their strengths and drawbacks, and potential opposition by various stakeholders. Barriers faced by the communities include:

- They are all small communities with relatively little “bargaining power” to negotiate with a hauler;
- Many residents choose to self-haul their waste (and recyclables) and may resist mandatory curbside services; and
- The current economic recession makes it a challenging time, financially and politically, to place additional burdens on residents.

In addition, it can be challenging to remove residents’ right to select their own hauler.

However, as the data in the report shows, most communities with municipally-contracted services benefit from lower rates along with a higher level of service than customers with subscription service. Therefore, there are opportunities for the residents in these 11 municipalities to potentially save money while receiving curbside recycling, relative to what they currently pay for garbage collection and disposal services.

The options to the Authority and/or the municipalities presented within the report include:

- 1) Mandate recycling per municipal ordinances;
- 2) Require that all MSW garbage haulers provide collection of recyclables to their customers;
- 3) Enter into an “Exclusive/Voluntary” Collection Contract (municipality and hauler);
- 4) Enter into an “Exclusive/Mandatory” Collection Contract (municipality and hauler); and
- 5) YCSWA and Hauler(s) enter into a contract or franchise agreement for curbside recycling collection.

Based on our analysis of the current recycling programs in the County, R. W. Beck makes the following recommendations to the YCSWA:

- Set minimum collection service standards or assist municipalities in setting service standards, either through the YCSWA hauler licensing program, through separate programs that register

haulers, or via ordinance revisions, to require all haulers who provide curbside MSW collection in the County (or municipality) must also offer curbside recycling collection service to residents. It is recommended that the pricing for the base level of garbage include unlimited collection of recyclables.

- Before implementing new curbside collection programs, consider surveying residents of the boroughs or townships that would be affected to gauge their interest in curbside recycling collection.
- Hold discussions individually with staff or officials of the 11 municipalities to gauge their interest in entering into contracts for curbside MSW and recycling collection that are exclusive, yet voluntary. Because most of these municipalities have limited staff, we recommend the Authority provide draft RFP and/or contract language for the municipalities to use and tailor to their needs. Similarly, the YCSWA might be able to assist with education and outreach materials for citizens.
- Consider procuring a contract for the curbside collection of recyclable materials in certain boroughs or townships, or for several municipalities in a region (such as the Southeast or Northwest regions of the County), through a competitive RFP process. The Authority could manage the procurement process by drafting and publishing the RFP, accepting proposals and assisting the municipalities in selecting a contractor. Once the curbside recycling collection contract is in place, the Authority's role could become more of occasional oversight.
- Schedule one-on-one meetings or telephone calls with each hauler currently providing MSW collection in the boroughs and townships without curbside recycling and ask if they would 1) be willing to provide curbside recycling to these municipalities and if so, 2) provide an estimate to the Authority (or municipality) of how much of an increase this would be for the residents or provide a service fee table based on different levels of service (basic, low volume, etc.).
- Consider using grant money from the Act 101, Section 902, Recycling Development and Implementation Grants, to apply for funds to purchase wheeled carts for residential curbside recycling collection in one or more of the municipalities currently without curbside recycling service. The Authority could survey the 11 municipalities to determine which ones have an interest in working with a local hauler (or haulers) to develop a curbside program.
- Consider establishing a drop-off site in each of the three municipalities that currently do not have a recycling drop-off site, and potentially add more drop-off sites throughout the entire region, particularly where residents have to drive farther to access them. The Authority could apply for grants to purchase bins or a compartmentalized trailer. Municipalities that have an interest in a drop-site would need to demonstrate to the Authority that they are financially able to pay a hauler to service the drop-off site. However, if the Authority is successful in establishing curbside recycling in these municipalities, there may be no need to expand drop-off recycling for the materials that are accepted curbside.
- Expand public education and outreach efforts by having Authority staff make presentations at residential meetings in the 11 communities that currently do not have curbside recycling

collection. The staff could explain the Authority's desire to increase recycling and could present various strategies that are being considered and ask for feedback from the residents. Highlight the potential benefits to residents, including potential economic, safety, and environmental benefits.

- Consider applying for grant money or use funds from RRC tip fees or from the sale of electricity to subsidize haulers a certain dollar amount per ton for recyclable materials collected from rural areas, or a dollar amount per rural household collected.
- If the Authority determines that curbside recycling collection is not feasible in certain boroughs or townships, consider adding more drop-off sites to those municipalities. In conjunction with adding new sites, the Authority should develop a public education/outreach campaign to make residents aware of the new site and encourage them to utilize the drop-off sites.
- The County has the opportunity to potentially increase recycling tonnages by 3,250 to 4,250 tons initially, which would likely increase to over 5,000 tons per year as the program matured, by implementing curbside recycling in these eleven municipalities. Increased recycling tonnages in the southeast region are estimated to be approximately 2,200 tons per year, and in the northwest region would be about 996 tons per year.

## Introduction

York County, located in south central Pennsylvania, spans approximately 910 square miles and has a population of about 435,000 (2009 estimate). The York County Solid Waste Authority owns the Resource Recovery Center (RRC) in Manchester Township and manages the County's MSW. In 1989 the RRC began processing the County's solid waste and generating electricity. Currently Covanta Energy Corporation operates the RRC. In addition to managing the County's MSW, the Authority sponsors electronics recycling and household hazardous waste programs. The Authority also provides technical and financial assistance (by providing recycling containers) to municipalities to help them establish curbside and drop-off recycling programs. Special waste programs and recycling container purchases are funded by the Authority and, when available, DEP grants.

Currently 61 out of 72 municipalities in the County have curbside recycling. Fourteen of those municipalities are mandated to have curbside recycling programs in accordance with Pennsylvania's Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) because they have a population of 10,000 or more or a population of between 5,000 and 10,000 people, with a population density of more than 300 people per square mile<sup>1</sup>. Many other municipalities in the County have passed ordinances mandating curbside recycling service be provided in their communities. Eleven out of 72 municipalities in York County do not have curbside recycling collection service, however most residents of those communities have access to a recycling drop-off site. The Authority is interested in assessing the feasibility of implementing curbside recycling programs in the following 11 municipalities:

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<sup>1</sup> PA Act 101 (Chapter 17A), Chapter 15, Section 4000.1501



1. Chanceford Township
2. Cross Roads Borough
3. Fawn Township
4. Franklin Township
5. Lower Chanceford Township
6. Lower Windsor Township
7. North York Borough
8. Paradise Township
9. Peach Bottom Township
10. Washington Township
11. York Haven Borough

The 11 municipalities are highlighted in yellow in Figure 1.

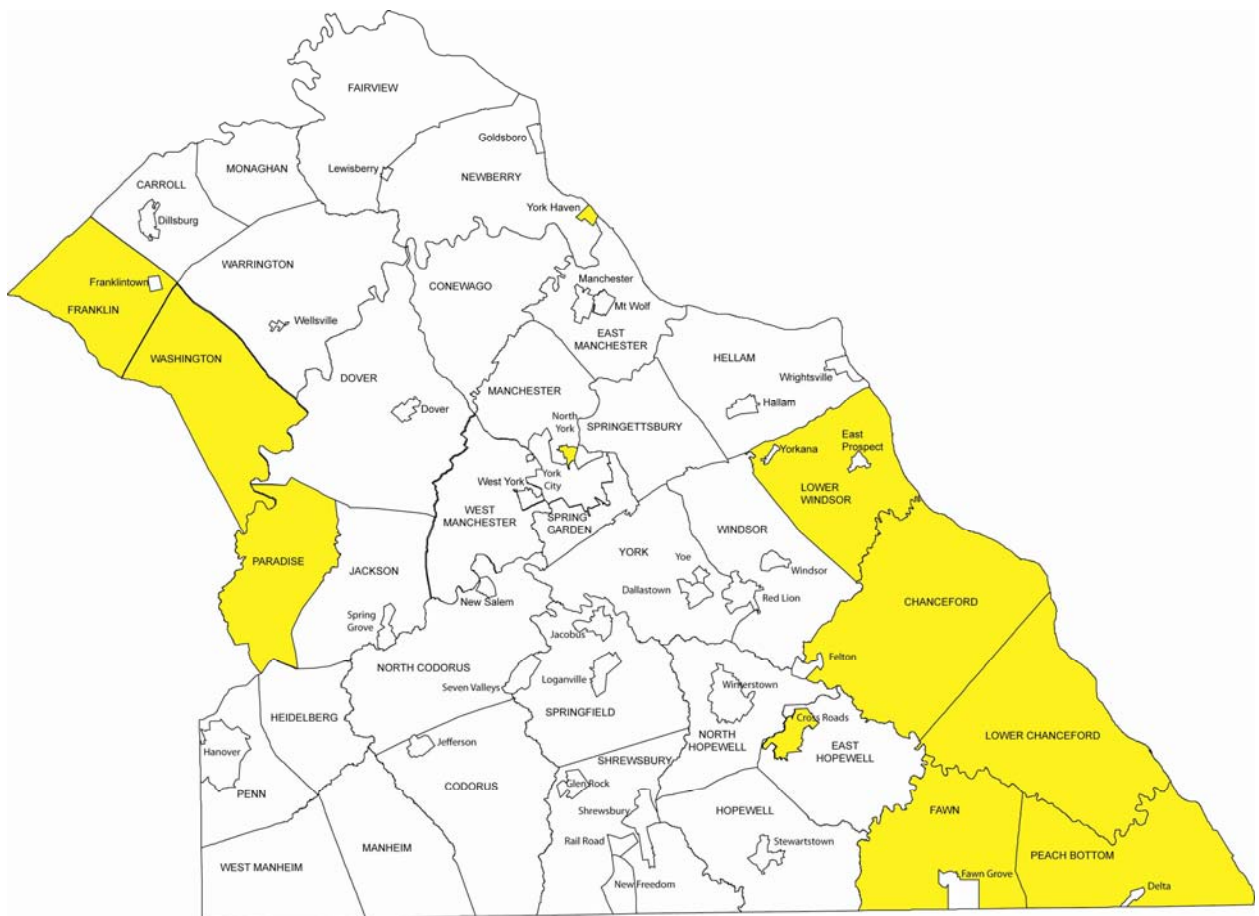


Figure 1. Municipalities in York County without Residential Curbside Recycling Collection Service<sup>2</sup>

<sup>2</sup> Map Source: York County Solid Waste Authority

R. W. Beck investigated the options for implementing curbside recycling collection in the 11 municipalities and provided recommendations for the Authority to consider in an attempt to offer curbside recycling collection to more of its communities and increase the quantities of recyclable materials collected.

## Overview of Municipalities without Curbside Recycling Collection

Of the 11 municipalities without curbside recycling, three are boroughs which are very small in area (less than two square miles) and have low, yet dense populations. The population density may make curbside recycling more feasible in the boroughs because there is less drive time between the homes, making collection more efficient. However, having a relatively small customer base generally provides a community with less leverage when negotiating a contract with a service provider.

As shown in Table 1, currently two of the three boroughs (North York and York Haven) have contracts for MSW collection, but the contracts do not require the haulers to offer curbside recycling collection service to the boroughs' residents. In addition, drop-off recycling is not available in two of the boroughs (Cross Roads and York Haven).

Table 1  
Boroughs without Curbside Recycling  
York County, PA

Municipality	2010 Pop. (est) <sup>1</sup>	Square Miles <sup>2</sup>	MSW Hauler <sup>3</sup>	MSW Set-Out Limit <sup>4</sup>	Recycling Services
1. Cross Roads Borough	562	1.90	No municipal service provided. Only private subscription available.	Varies, depending on hauler	None
2. North York Borough	1,629	0.30	Penn Waste	8 Bags or Containers (4 bags 2x/week)	Drop-off Recycling
3. York Haven Borough	792	0.30	York Waste	6 Bags or Containers	None

<sup>1</sup> Source: York County Planning Commission

<sup>2</sup> Source: York County website: <http://www.york-county.org/municip/area.htm>

The eight remaining municipalities, listed in Table 2, are townships and are more rural (i.e., have lower population densities) than the boroughs. With higher populations spread out over larger areas (19 to 50 square miles), the drive time between homes can be significant in some townships.

The townships in York County that do not have curbside collection of recyclable materials are considered “private subscription areas” for MSW collection, meaning the residents choose their garbage hauler. Currently none of the haulers that provide garbage collection to residents in these townships offer curbside recycling collection to those residential customers. Seven of the eight townships have drop-off recycling sites available for residents.

**Table 2**  
**Townships without Curbside Recycling**  
**York County, PA**

	Municipality	2010 Pop. (est) <sup>1</sup>	Square Miles <sup>2</sup>	MSW Hauler <sup>3</sup>	MSW Set-Out Limit	Recycling Service <sup>3</sup>
1.	Chanceford Township	6,864	49.9	No municipal contract, only private subscription available.	Varies, depending on hauler	Drop-off Recycling
2.	Fawn Township	3,331	26.5	No municipal contract, only private subscription available.	Varies, depending on hauler	Drop-off Recycling
3.	Franklin Township	4,996	18.8	No municipal contract, only private subscription available.	Varies, depending on hauler	Drop-off Recycling
4.	Lower Chanceford Township	3,202	40.5	No municipal contract, only private subscription available.	Varies, depending on hauler	Drop-off Recycling
5.	Lower Windsor Township	8,044	26.2	No municipal contract, only private subscription available.	Varies, depending on hauler	Drop-off Recycling
6.	Paradise Township	4,178	18.9	No municipal contract, only private subscription available.	Varies, depending on hauler	None
7.	Peach Bottom Township	4,905	28.3	No municipal contract, only private subscription available.	Varies, depending on hauler	Drop-off Recycling
8.	Washington Township	2,753	27.6	No municipal contract, only private subscription available.	Varies, depending on hauler	Drop-off Recycling

<sup>1</sup> Source: York County Planning Commission

<sup>2</sup> Source: York County Website: <http://www.york-county.org/municip/area.htm>

<sup>3</sup> Source: YCSWA

There is no County-wide ordinance requiring residents to have garbage collection service, however some local governments have implemented such ordinances. Some residents choose to “self-haul” their MSW to the Authority’s Resource Recovery Center in York, for a fee. It is likely that some residents in rural areas illegally burn or bury their garbage on-site.





### Annual Quantities of Recyclable Materials Collected

The quantities of recyclable material collected from drop-off sites located in the municipalities without curbside recycling in 2007, 2008 and 2009 are shown in Table 3. Tons recycled are reported to the Authority by the municipalities.

**Table 3**  
**2007 – 2009 Quantities of Recyclable Materials Collected from**  
**Drop-Off Sites (in Tons)<sup>1</sup> in Municipalities without Curbside Recycling**  
**York County, PA**

Municipality	2007	2008	2009
Chanceford Township	14.91	26.95	31.45
Cross Roads Borough <sup>2</sup>	0	0	0
Fawn Township	13.86	25.61	25.01
Franklin Township	NW	NW	NW
Lower Chanceford Township	N/A	10.48	13.82
Lower Windsor Township	27.16	61.40	121.44
North York Borough	9.29	11.25	12.62
Paradise Township <sup>2</sup>	0	0	0
Peach Bottom Township	14.89	20.92	24.78
Washington Township	NW	NW	NW
York Haven Borough <sup>2</sup>	0	0	0
<b>Total Tons:</b>	<b>80.11</b>	<b>156.61</b>	<b>229.12</b>

<sup>1</sup> Source: YCSWA

<sup>2</sup> Community does not have drop-off or curbside recycling available

Notes:

NW = No weighing capabilities available at drop-off location

N/A = Information Not Available

The data in Table 3 indicates that the total quantities of recyclable materials collected from these municipalities increased 95 percent from 2007 to 2008, and increased 46 percent from 2008 to 2009.

### Estimated Quantities of Recyclable Material Recovered per Capita

In 2009 approximately 430,000 tons of MSW was generated in York County. Of that waste, 290,000 tons was disposed and 140,000 tons was recycled. These figures include both commercial and residential waste. The recycling tons include not only drop-off recycling, curbside recycling, and commercial recycling (including tire recycling programs), but also residential yard waste. Of the 140,000 tons recycled, data obtained by YCSWA indicates that





26,000 tons were recovered from the 61 municipalities with curbside recycling. Analysis of that data shows that:

- The amount of recyclables collected through the curbside programs ranged from 61 pounds per capita per year to 255 pounds per capita per year.
- The median amount of recyclables collected from curbside programs per capita was 167 pounds, in 2009.

Table 4 shows the average pounds per person per year of recyclable materials recovered through the drop-off sites in the 11 municipalities without curbside collection. The communities with data generated, on average, 8.63 to 30.19 pounds per person per year. In contrast, the curbside communities resulted in a much higher generation rate of recyclables, as mentioned previously (61 to 255 pounds per capita per year). This indicates that it would be reasonable to expect the amount of recyclables in the eleven municipalities listed in Table 4 to increase by six to 20 times or more if curbside recycling were made available in those communities.

**Table 4**  
**Recyclable Materials Recovered per Capita**  
**York County, PA**

Municipality	2010 Population <sup>1</sup>	2009 Recycling Quantities Collected from Drop-Sites (Tons) <sup>2</sup>	2009 Lbs/Person/Year Recyclables Recovered
Chanceford Township	6,864	31.45	9.16
Cross Roads Borough	562	0	N/A
Fawn Township	3,331	25.01	15.02
Franklin Township	4,996	NW	N/A
Lower Chanceford Township	3,202	13.82	8.63
Lower Windsor Township	8,044	121.44	30.19
North York Borough	1,629	12.62	15.49
Paradise Township	4,178	0	N/A
Peach Bottom Township	4,905	24.78	10.10
Washington Township	2,753	NW	N/A
York Haven Borough	792	0	N/A
<b>Totals:</b>	<b>41,256</b>	<b>229.12</b>	<b>8.63 – 30.19</b>

<sup>1</sup> Source: York County Planning Commission

<sup>2</sup> Source: YCSWA

Notes:

NW = No weighing capabilities available at drop-off location

N/A = Information Not Available

If curbside recycling programs were implemented in the 11 municipalities in which curbside is currently not available, the amount of recyclable materials collected annually would depend upon participation rate and the amount that each person (or household) recycles. If residents of



these 11 municipalities behave like “the average” York County citizen, we make the assumption that each resident would recycle the median quantity of recyclables collected from curbside programs in York County in 2009, which is 167 pounds per year. Table 5 shows a sensitivity analysis of the potential tons-per-year recycled, given certain assumptions about participation rate (that 25, 50, 75, or 100 percent of the residents participate) and about quantity recycled per capita (that residents recycle the median value (167 pounds per capita per year), the average of the median and low value (114 pounds per capita per year), the average of the median and high value (211 pounds per capita), and the high value (255 pounds per capita per year).

Table 5  
Sensitivity Analysis of Increase in Curbside Recycling  
Tonnages for Eleven Communities

% of Population Participating	Per Capita Pounds Recycled	Tons Per Year Recycled
25	114	588
25	167	861
25	211	1,088
25	255	1,315
50	114	1,176
50	167	1,722
50	211	2,176
50	255	2,630
75	114	1,764
75	167	2,584
75	211	3,264
75	255	3,945
100	114	2,352
100	167	3,445
100	211	4,353
100	255	5,260

As Table 5 shows, if the 11 communities implemented curbside recycling, they would generate between 588 tons per year (which assumes a very low participation rate and a relatively low per-capita generation rate) and 5,260 tons per year, which assumes 100 percent participation, and recovering 255 pounds per capita per year, which is the maximum in 2009 that was achieved by a York County community. A realistic scenario would be for the 11 communities to generate 3,250 to 4,250 tons per year at the beginning of the program, and grow to around 5,000 tons per year or more as the programs mature.



It is not unreasonable, therefore, to expect the quantity of recyclable materials generated from the residential sector in these communities, in aggregate, to be 15 to 20 times greater than the current quantities collected. There is clearly significant opportunity to increase recycling tonnages by making recycling more convenient to residents.

## Recycling Rates

Per the Authority's website, York County's recycling rate for 2009 was 34.8 percent. The County's rate includes recyclable materials collected from municipal curbside programs and commercial establishments; yard waste recycling efforts; ferrous and non-ferrous metals separated out of the ash at the York County RRC; and Authority drop-off and special recycling programs.

R. W. Beck compared the tons recycled in the 11 townships and boroughs in relation to the total tons of MSW generated (generation equals MSW recycled plus MSW disposed) for 2008 (Table 6) and 2009 (Table 7). These recycling rates are rough estimates because they do not include other diversion efforts such as yard waste recycling, special waste recycling, metals separation at the RRC, etc. The recycling rates are provided in the tables below to illustrate the potential for increased diversion tonnage in these 11 municipalities.

Table 6  
2008 Tons Recycled and Disposed by Municipality  
York County, PA

Municipality	2008 Recycled <sup>1</sup>	2008 MSW Disposed <sup>1</sup>	2008 Recycling Rate
Chanceford Township	26.95	1,601.64	1.65%
Cross Roads Borough <sup>2</sup>	0	99.81	0.00%
Fawn Township	25.61	942.73	2.64%
Franklin Township	NW	1,892.96	0.00%
Lower Chanceford Township	10.48	986.87	1.05%
Lower Windsor Township	61.40	2,920.89	2.06%
North York Borough	11.25	1,372.65	0.81%
Paradise Township <sup>2</sup>	0	2,804.54	0.00%
Peach Bottom Township	20.92	1,853.15	1.12%
Washington Township	NW	991.38	0.00%
York Haven Borough <sup>2</sup>	0	1,124.26	0.00%

<sup>1</sup> Source: YCSWA

<sup>2</sup> Community does not have drop-off or curbside recycling available

Notes:

NW = No weighing capabilities available at drop-off location



Table 7 also shows what the recycling rate would be assuming the 11 municipalities, combined, recovered 3,250 and 5,000 tons per year, given the same MSW disposal tonnages as 2009. Under those assumptions, the recycling rate would be 21 and 33 percent, respectively.

**Table 7**  
**2009 Tons Recycled and Disposed by Municipality**  
**York County, PA**

Municipality	2009 Recycled <sup>1</sup>	2009 MSW Disposed <sup>1</sup>	2009 Recycling Rate
Chanceford Township	31.45	1,519.04	2.03%
Cross Roads Borough <sup>2</sup>	0	10.36	0.00%
Fawn Township	25.01	976.28	2.50%
Franklin Township	NW	1,706.10	0.00%
Lower Chanceford Township	13.82	969.39	1.41%
Lower Windsor Township	121.44	2,464.85	4.93%
North York Borough	12.62	1,441.65	0.87%
Paradise Township <sup>2</sup>	0	2,861.48	0.00%
Peach Bottom Township	24.78	1,526.25	1.60%
Washington Township	NW	818.70	0.00%
York Haven Borough <sup>2</sup>	0	911.04	0.00%
<b>Total Assuming 3,250 Tons Recycled</b>	<b>3,250</b>	<b>15,205.14</b>	<b>21.37%</b>
<b>Total Assuming 5,000 Tons Recycled</b>	<b>5,000</b>	<b>15,205.14</b>	<b>32.88%</b>

<sup>1</sup> Source: YCSWA

<sup>2</sup> Community does not have drop-off or curbside recycling available

Notes:

NW = No weighing capabilities available at drop-off location

## Options to Consider for Implementing Curbside Recycling Collection

Implementing curbside recycling collection will require a concerted effort by both the Authority and its municipalities. R. W. Beck has provided several options below for the Authority to consider in an effort to bring curbside recycling collection to the 11 municipalities currently without curbside service.

### 1. Mandate Recycling via Municipal Ordinances

Many municipalities in the County (that are not mandated to provide curbside recycling under Pennsylvania Act 101) have passed ordinances mandating that recyclable materials be separated from solid waste in their communities. The Authority could discuss the option and feasibility of drafting, passing and enforcing recycling mandates with each of the 11



municipalities. If any of the municipalities were willing to draft (and able to pass) such an ordinance, it would be a relatively cost-effective tool to help increase recycling rates. However, mandating that residents separate recyclable materials from solid waste is generally only effective if used along with another tool, such as 1) the municipality contracts for curbside recycling collection or 2) the haulers that provide residential curbside garbage service on a subscription basis are also required to provide curbside recycling collection services. In addition, enforcing mandatory recycling ordinances can be difficult if the municipality does not have adequate staff.

The Borough of Wrightsville in York County established a mandatory recycling program in 2006. The details of the ordinance can be found on the Borough's website:

<http://www.wrightsvilleborough.com/recycling.pdf>

Residents may oppose such a proposal simply because they do not like being mandated to do something. However haulers, if not equipped to provide such service, would also be likely to oppose such a proposal. Another potential scenario, however, is that the ordinance would be ineffective because it is not combined with other tools, as described above, or the municipalities would lack the resources to properly enforce the ordinance.

## **2. Require that all MSW Haulers Offer (or Provide) Curbside Recycling Collection Service**

The Authority, the County, or the municipality could mandate that all companies that haul MSW in York County (or in a specific municipality) be required to make curbside recycling collection *available* to their customers. This could be done through County, township or borough ordinances or through municipal hauler registration programs, or the Agency's hauler licensing program. Another option is to require that haulers provide curbside recycling collection services to the customers to whom they provide garbage collection services. Variations regarding contract stipulations exist, including the following:

- Require that haulers provide garbage collection (or a certain base level of garbage collection services) and unlimited weekly (or every-other-week) curbside recycling for the same price (e.g., they may not charge extra for recycling services);
- Require that haulers provide volume-based pricing, such that they encourage residents to generate less garbage for disposal (this allows the haulers to develop a system that works with their collection equipment);
- Require that haulers provide weekly (or every-other-week) collection of single-stream recyclables (obviously this only works where haulers are able to provide appropriate equipment and a single-stream MRF is available);
- Require that haulers provide garbage and recycling collection on the same day (for added convenience) and that both services are provided weekly (again, for added convenience, and to ensure that recycling bins, particularly smaller bins, do not overflow – which tends to lead to residents disposing of recyclables); or
- Require haulers to provide recycling bins to the residents.

A benefit of such a program is that it typically only impacts residents who have curbside trash collection – not residents who self-haul. Another benefit of this option is that it allows all haulers to stay in business (potentially) and allows residents the option to continue to select their own hauler.

Potential opposition depends upon the exact requirements stipulated, however residents may oppose such a program because their prices may increase (particularly if subscription-based services are still the norm, because no economies of scale are realized by the hauler). Haulers may also object because they may be required to purchase new equipment. Some communities help alleviate these concerns by providing grants or low-interest loans for equipment, or purchasing recycling containers directly through state grants.

### **3. Municipality and Hauler Enter into “Exclusive/Voluntary” Collection Contract**

The Authority could have discussions with the 11 municipalities to gauge their interest in entering into contracts for curbside MSW and recycling collection that are exclusive, yet voluntary. This type of contract typically means that the municipality contracts with a single hauler, but allows residents to “opt out” of the curbside service (presumably to self-haul their garbage to the RRC and their recyclable materials to a drop-off site). If there were several municipalities interested, the Authority could consider providing draft RFP and/or contract language for the municipalities to consider using, if they don’t have the staff to develop an RFP or contract.

When Hellam Township began its contracted trash and recycling service with a local hauler in 2009, residents were required to select one of the following services:

1. Basic Service – Once per week trash collection, once per week recycling collection, and 1 bulk item per week;
2. Low-Volume Service – Twenty-six 32-gallon bags of MSW per year and weekly recycling;
3. No Service Required – Due to vacant property or non-residential property; or
4. No Service – Resident may choose not to participate in trash or recycling service.

An example of Hellam Township’s Trash and Recycling Information is included in Appendix A.

In May 2010, Lower Windsor Township surveyed its residents to gather feedback on whether the Township should consider contracting with a single hauler for garbage collection, recycling collection or both services. Out of approximately 8,000 residents, 157 surveys were completed. When asked the following question, the results were varied, as shown below:

*“Would you like the Township to explore the possibility and available options for Township-contracted trash collection and recycling services for all residences?”*

	Yes	No
Trash Collection Only	46.9%	53.1%
Recycling Only	26.5%	73.5%
Both Services	67.3%	32.7%

The Lower Windsor Township Board of Supervisors discussed the survey results at their most recent monthly meeting, held June 10, 2010. The decision was made to hold a public meeting in the near future to better understand the residents’ concerns.

The entire Lower Windsor Township survey is attached as Appendix B.

In most instances, contracted collection services cost less per household per month or per quarter than open-hauling or subscription services, due to the fact that the hauler servicing the communities enjoys a level of economies of scale (resulting in reduced costs per household and reduced costs per ton of garbage and recyclables collected).

A strength of this option is that it would appease self-haulers, as they can “opt out” of the program. However, this type of proposal might be opposed by small haulers, as they may feel that they are unable to compete against the larger haulers. Some residents might also oppose such a proposal because they wish to select their own hauler. To mitigate opposition, it would be important for the contract to result in pricing that would be lower than what residents are currently paying. Also, promoting the environmental and safety benefits of having one hauler service the area can help mitigate opposition. Some jurisdictions also allow small haulers to bid on large service areas as a consortium. This helps alleviate the fear of small haulers going out of business, or of losing competition in the long term. This is generally applicable to larger contracts that would be suitable for a consortium, but could be realistic if the communities issued a bid jointly.

#### **4. Municipality and Hauler Enter into “Exclusive/Mandatory” Collection Contract**

A variation to the exclusive/voluntary collection contract mentioned above is a mandatory pay program. With this type of collection program, a municipality enters into an exclusive contract with a hauler that requires both MSW and curbside recycling collection be provided to all single-family residences. Every household is billed for the service, whether they set out recyclable materials or not.

An example of this type of program can be found in Cranberry Township<sup>3</sup> in Butler County. The Township has a volume-based program based on three different-sized trash containers. Their program, called Collection Connection,<sup>™</sup> allows residents to select the cart size they wish to use for garbage collection. Residents can choose to have one or more 35-gallon, 64-

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<sup>3</sup> Source: Cranberry Township website. <http://www.twp.cranberry.pa.us/index.aspx?NID=89>





gallon, or 96-gallon trash carts. The Township bills each household quarterly, according to the size cart they select:

- 35-gallon – \$46.92; additional cart \$4.65
- 64-gallon – \$48.48; additional cart \$6.75
- 96-gallon – \$50.46; additional cart \$8.45

If a resident chooses not to have a cart, they can opt for the bag only service at \$41.61 per quarter plus \$0.65 per tag for each 32-gallon trash bag.

These quarterly fees include recycling collection and yard waste collection. Residents choose the size of recycling cart they would like: 35-, 64- or 96-gallons, and all yard waste carts are 96-gallons. Residents can exchange their carts for a different size once per year at no charge.

To lessen any confusion, the trash carts have a gray top, the recycling carts have a blue top, and the yard waste carts have a green top. Collection of all items (recyclables, trash, yard waste plus bulk items) occurs on the same day, to maximize customer convenience. Automated collection vehicles are used to collect trash, recyclables, and yard waste.

As with option three, municipalities may face opposition from haulers who are fearful of losing business. Opposition may also come from residents who a) fear that their rates will increase, and b) wish to select their own hauler. Having one hauler serving many households located in close proximity to each other can result in reduced rates per household, due to economies of scale realized by the hauler, along with the competitive bidding process. If costs are higher than residents are currently paying, there may not be political will to implement such an ordinance. This option, being mandatory, will also be likely to face opposition by some residents that choose to self-haul their waste and recyclables currently.

Pointing out environmental benefits (through increased recycling as well as reduced emissions and increased safety from having fewer trucks travel down area roads) can help assuage some residents' fears. Also, it is important for the municipality and/or the YCSWA to be pro-active in discussing the idea with the community in public forums before misinformation and negatively slanted ideas permeate the community. Public meetings should present the potential benefits to residents and the environment.

## **5. YCSWA and Hauler(s) Enter into a Contract or Franchise Agreement for Curbside Recycling Collection**

The Authority may consider contracting or entering into a franchise agreement for the curbside collection of recyclable materials for certain boroughs or townships, or for several municipalities in a region (such as the Northwest or Southeast region of the County, as shown in Figure 1). Either option would provide the Authority with control over the recycling program, and would potentially result in a relatively cost-effective service, due to economies of scale and collection efficiencies.

Organized collection through a private service provider (or service providers) can be accomplished through a contract or through a franchise agreement. These two terms, and their differences, are described below.

**Contract:** A contract is a formal agreement between two entities for specified services to be provided at a certain price for a certain length of time. Typically the contract is awarded through a competitive bid or proposal process, which also may include a negotiation process. When a local government contracts with a hauler, the government tends to have more oversight and involvement in the services. For example, the local government often pays the hauler(s) directly and bills residents either on their property tax bill or on a utility bill. Similarly, the local government may have more involvement in monitoring customer service. The degree to which the local government is involved varies, however. By definition, a contract is exclusive. It stipulates that a hauler will be the service provider for a specific, defined area or group of customers.

**Franchise:** A franchise is a formal agreement between a public entity and one or more private entities (depending on whether the agreement is exclusive or not) to provide services in a particular area (e.g., municipality, county or district). Franchises often are awarded through a competitive procurement process, which also may include a negotiation process. When a local government has a franchise agreement with a hauler, it tends to have less involvement in the service than it would if the hauler were contracted. For example, the billing and customer service is more commonly handled by the hauler(s) under a franchise agreement. In some regions of the country, the local government sets the rates and franchisees must charge the rates prescribed. In some cases franchised haulers are allowed to earn a certain profit level, and must submit annual reports indicating expenses and revenues. Franchise agreements can be “exclusive” or “nonexclusive”, as described in more detail below.

### Franchise Collection

Under a franchise collection system, the Authority would establish one or more franchise areas and would award a collection franchise through negotiations or through a competitive procurement with a single hauler or multiple haulers for the entire area. If it were determined that the Authority wished to have exclusive franchise agreements with several haulers, then the Authority would first divide the geographic area of the County into the desired number of districts. Haulers would then bid on the geographic area(s) they were interested in serving. In some cases local governments limit the number of geographic areas for which haulers can bid to be a service provider.

The franchise can be considered a property right for the designated hauler(s) for the term of the franchise agreement. Thus, if the Authority determines at any time during the franchise agreement to discontinue the franchise (except for reasons of non-performance), the franchisee might need to be compensated for lost earnings.

Under a franchise system, the responsibility for billing and collections typically, though not always, falls on the franchisee. Other than the submission of reports and/or franchise fees to

the authorizing jurisdiction (and maintaining minimum equipment and health/safety standards), the franchisee would continue to do business the way they would in an open collection system.

Under a franchise collection system:

- **The franchise can be exclusive or non-exclusive.** In an exclusive franchise, the franchisee would be the only acceptable service provider for the designated services. In a non-exclusive franchise, multiple franchisees would be authorized to compete within the designated service territory. As a rule of thumb, the fewer number of franchisees, the lower the rates that would be expected to be available to customers within the service area.
- **Participation can be mandatory or non-mandatory.** In a mandatory franchise, all customers would be required to use and/or pay for the franchisee(s)' services. In a non-mandatory system, those customers that elected to receive the services would elect to use (and pay for) the services provided by the franchisee(s).
- **Franchises can include some or all services and generators.** Franchises can address all collection services to all sectors (residential and commercial) or be limited to a specific generating sector (e.g., residential only) or waste stream (e.g., recycling, bulky waste, yard waste, etc.). Note that the ability to include certain sectors or types of materials may be impacted by state or local law.
- **A franchise can be bid or negotiated.** A franchise system can be established through a negotiated agreement with an existing hauler (or haulers), or via a competitive procurement process.
- **Franchises can be long-term.** Franchises are most commonly established over a long period of time, in some cases as long as 20 years. Some long-term franchises may involve an annual renewal fee or a renewal fee every five years.

### Contracted Collection

Many local governments contract with private haulers to provide a specific, contractually-defined set of services with associated performance criteria. By definition a contract is exclusive – the agreement is between the local government and a single service provider. Under a contract collection system, it is possible to establish more than one service area, which could include residential and/or commercial collection services. In that instance, the Authority might have a contract with more than one service provider – each of whom would provide specified services in a designated portion of the jurisdiction. Municipalities typically award collection contracts through a competitive procurement process. Contract collection is very similar to franchise collection, with the following notable characteristics:

- **Contracts are exclusive.** In a contract, the contractor would be the only acceptable service provider for the designated services in the designated service area(s).

- **Mandatory or non-mandatory.** In a mandatory contract arrangement, all customers would be required to use and/or pay for the contracted services. In a non-mandatory system, those customers that elected to receive the services would be required to use (and pay for) the service provided by the designated contractor(s).
- **Include some or all services and/or sectors.** The collection contract could address all collection services to all sectors or be limited to a specific generating sector (e.g., residential) or waste stream (e.g., recycling, bulky waste, etc.). In some communities, for example, only refuse collection or only recycling collection might be provided under contract, and in some cases refuse and recycling collection services are both provided under the same contract.
- **The local government may retain ownership of materials.** With many contracts, the contracting government typically has the responsibility for billing and collections for at least the residential component of the service area. By retaining billing responsibility, some state/district courts have determined that the local government remains “a market participant” and therefore owns the waste that is collected. As owner of the waste, the jurisdiction can require the contract holder to deliver collected materials to a specified facility.
- **The local government typically pays the contracted hauler.** Usually the local government pays the hauler directly, based on the number of customers or households and/or the type of services provided. It is common for the governing jurisdiction in a contract system to bill customers directly and bear the administrative burden and costs of billing, collections, customer turnover, and complaint management, at least for the residential sector. However, the local government may require that the hauler be responsible for billing and customer service.

Contracts typically last for a base period (usually between three and seven years), and have one or two optional renewal periods. Based on research reported by the Solid Waste Association of North America (SWANA), contract terms that more closely approximate the useful life of vehicles (e.g., seven years, on average) tend to result in lower contract rates. However, Act 101, Section 304 (e) gives municipalities in Pennsylvania the authority to enter into a contract of up to five years with a service provider collecting “municipal waste” (which does not include source-separated recyclables), with an optional extension of up to an additional five years.

Through the request for proposal (RFP) process and selection, the municipality sets the criteria for services and therefore is able to better leverage and negotiate collection and/or disposal rates with the interested proposers.

An example of a county-wide recycling collection contract is attached in Appendix C. The contract is between Waste Management, Inc. and McLeod County, Minnesota for residential (single-family and multi-family) and public school recycling services.

Table 8 summarizes the advantages and disadvantages of subscription (open), franchise, and contract approaches to organizing solid waste management systems.

**Table 8**  
**Advantages and Disadvantages of Subscription, Franchise, and Contract Systems**

Service Delivery Option	Advantages	Disadvantages
Subscription-Based	<ul style="list-style-type: none"> <li>▪ Maximum customer choice</li> <li>▪ Very limited government involvement – low administrative cost impacts</li> <li>▪ Provides opportunities for small haulers</li> <li>▪ Competition is assumed to ensure lower costs to customers (though costs may actually be higher than in “organized” systems)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Increased air pollution and road impacts from multiple haulers serving a community</li> <li>▪ Neighborhood aesthetic/safety impacts</li> <li>▪ Lack of uniformity in service levels</li> <li>▪ Low ability to enforce policies/goals and improvements</li> <li>▪ Higher costs to ratepayers because of routing inefficiencies</li> <li>▪ No financial assurance generally provided, unless if required by licensure</li> <li>▪ May not be able to fund recycling in part or in whole with refuse collection fees</li> </ul>
Competitively Procured Franchise Agreement	<ul style="list-style-type: none"> <li>▪ Competitive bid process can result in low rates</li> <li>▪ Service providers selected on the basis of technical and financial ability to provide the requested services</li> <li>▪ Contract items often include penalties/remedies for poor or non-performance</li> <li>▪ Financial assurance provided</li> <li>▪ Depending on how structured, may be able to have solid waste collection fees help offset recycling collection costs</li> </ul>	<ul style="list-style-type: none"> <li>▪ Small haulers may not be able to compete with larger regional or national service providers</li> <li>▪ Costs of procurement</li> <li>▪ Potential disruption to customers resulting from change to successful bidder</li> <li>▪ Transition costs (start-up time for learning new routes, etc.)</li> <li>▪ Potential quality of service issues due to “low-ball” pricing</li> </ul>

**Table 8**  
**Advantages and Disadvantages of Subscription, Franchise, and Contract Systems**

Service Delivery Option	Advantages	Disadvantages
Competitively Bid Contract	<ul style="list-style-type: none"> <li>▪ Jurisdiction has more control over flow of waste and recyclables than under franchise or open systems</li> <li>▪ Efficiencies are gained by having one hauler service each region, which generally result in lower costs to residents</li> <li>▪ Contract items often include penalties/remedies for poor or non-performance</li> <li>▪ Competitive bid process can result in low rates</li> <li>▪ Financial assurance provided</li> <li>▪ Depending on how structured, may be able to have solid waste collection fees offset recycling collection costs</li> </ul>	<ul style="list-style-type: none"> <li>▪ Small haulers may not be able to compete with larger regional or national service providers</li> <li>▪ Costs of procurement</li> <li>▪ Potential disruption to customers resulting from change in winning hauler</li> <li>▪ Transition costs (start-up time for learning new routes, etc.)</li> <li>▪ Potential quality of service issues due to "low-ball" pricing</li> </ul>

In addition to the five options provided for implementing curbside recycling collection, R. W. Beck offers the Authority two options to consider which are subsets of MSW collection services that can have positive impacts on the quantities of recyclable material collected from residents.

### **Mandate that Residents Subscribe to or Contract for Garbage Collection Services**

Mandatory garbage collection is sometimes instituted in communities where the municipality does not have organized MSW collection – either in the form of a contracted hauler, franchise agreement, or municipal garbage collection. It can also be instituted in communities where MSW collection is organized, in order to ensure that all residents participate. In communities where garbage collection is paid for through the tax base, mandatory participation in the program is more straightforward (and less contested) as all property owners (or all residential property owners) are paying for the program and consequently have a strong incentive to participate in it. In some instances residents can petition for a waiver, for example if they can prove that the property is unoccupied. Mandatory garbage collection means that residents must contract with a hauler, for a fee, to provide garbage collection services or, alternatively, must participate in the municipally-provided service. The main reason communities mandate garbage collection is to ensure that MSW is being managed responsibly -- not managed through illegal dumping or open burning. Another motive is to discourage residents from “piggybacking” on the garbage collection services of their neighbors, employees, or relatives. Those against mandatory MSW collection often argue that they do not generate any garbage, or generate such a small amount that they could not obtain cost-effective collection service.

As mentioned previously, not all residents in York County are required to have garbage collection service, however some municipalities have passed ordinances making this the case.

County residents may self-haul MSW to the Authority's RRC in York, for a fee. Because curbside MSW collection is not mandatory, it is more difficult to encourage recycling. Mandating that residents subscribe to or contract with a collection company for the removal of garbage (and then mandating that MSW haulers provide curbside recycling collection service) would most likely result in an increase in recyclable materials tonnage.

In the Town of Bloomsburg, in Columbia County, residents individually subscribe with a garbage hauler for collection service. The Town has a mandatory trash collection ordinance that allows residents to haul their own waste to a disposal site, yet provides language that is aimed to ensure that garbage is removed on a regular basis, so as not to become a nuisance. The Town's Solid Waste Ordinance,<sup>4</sup> Chapter 20, Section 20-105, is attached as Appendix D.

Warwick Township, located in Lancaster County, has five permitted haulers that serve the Township, therefore residents must select one of the five haulers. Haulers must provide recycling services as well as collection of refuse. The Township's Solid Waste Ordinance, Chapter 260, includes Section 260-18, "Collection and Disposal of Waste and Recyclables" and is available at the following web site:

<http://www.warwicktownship.org/warwick/cwp/view.asp?a=7&q=589606>

### Mandate Volume-Based Fees for MSW Collection

Another minimum service standard is to require all haulers to invoice customers based on MSW volumes (and not allow unlimited set-outs) (as is described briefly as a potential stipulation for Option 1). A volume-based garbage collection system, also referred to as "Pay-As-You-Throw" (PAYT), offers residents different levels of service through varying sizes of MSW collection containers. It creates a financial incentive for residents to reduce the amount of garbage they set out each week which typically results in an increase in the amount of recyclable materials set at the curb. PAYT programs also ensure that residents who recycle are not subsidizing those who do not recycle. It should be noted that PAYT programs are most successful where mandatory MSW collection is enforced.

Volume-based systems typically use plastic bags, stickers or tags, or permanent containers – or a combination - as the unit(s) of measure by which fees are charged for solid waste collection and disposal.

- **Bags** – Bag-based systems require residents to purchase and use special plastic bags in order to discard their household waste. Bags are distributed through local retail outlets or by municipal public works or solid waste departments. Typically, the price set for the bags covers both waste collection and disposal costs.
- **Tags/Stickers** – With this system, a tag or sticker is required to be attached to each bag of waste disposed and can be designated for specific size bags (i.e., 13 gallon, 30 gallon, etc.). Tags and stickers can be distributed and priced the same way that specialized bags are

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<sup>4</sup> Source: <http://www.bloomsburgpa.org/>





distributed and priced in a bag-based PAYT system. In addition, tags or stickers can be attached to large items that do not fit in bags.

- **Permanent Containers** – In container or cart PAYT systems, households pay according to the size and number of permanent containers that they use for waste disposal. In some municipalities, containers are supplied by the service provider while in others, households supply their own containers in accordance with approved guidelines. In many communities, containers of various sizes are offered on a subscription basis by the service provider, and residents choose what size and number of containers they want to use. To save money, customers must reduce their cart size (and/or number of cans) to realize any savings.

PAYT systems are very effective at reducing solid waste and increasing recycling participation, however, there are also potential barriers/issues that must be addressed to successfully implement this system. These potential barriers/issues include:

- Illegal dumping;
- Ensuring full recovery of collection expenses;
- Controlling/covering administrative costs;
- Perception of increased cost to residents; and
- Building public consensus.

Illegal dumping may require stricter enforcement of existing ordinances and greater penalties for violations. Cost issues can be resolved with careful planning, a clear understanding of total service cost, and communicating to the public that the program could reduce their cost of service, depending on household size. Including public input early in the process can help to build public consensus and understanding of the real benefits to the residents.

An ordinance revision is recommended that would require garbage to be collected and billed based on volume. See Appendix E, Section 18-59, for an example of ordinance language from the City of Sioux Falls, South Dakota. Appendix F is a copy of Sioux Falls' Garbage Hauler Business License and Permit Application. On the last page of the form, in question seven, the haulers must explain their MSW volume-based rates.

## Cost Comparisons

There are several parameters that impact the cost of MSW and recycling collection services including, but not limited to:

1. Proximity to disposal facility;
2. Proximity to recycling center;
3. Revenue share arrangement from the sale of recyclable materials collected, processed and marketed (if applicable to recycling contract);
4. Level of hauler competition in the area;

5. Economies of scale (e.g., having exclusive contract in entire community or region); and
6. Container ownership.

Each of these parameters has a varying degree of impact on price. For example, if a municipality has a materials recovery facility (MRF) located in or near its boundaries, its contracted collection cost should be lower than a municipality located twenty to thirty miles away from a MRF. Similarly, if there is only one hauler providing collection service in a region, the cost will most likely be higher than a region that has two or more haulers competing for the same business.

In addition, container ownership can impact the collection costs charged to residents. Wheeled, lidded carts can cost between \$45 and \$90 each, depending on size. If a hauler purchases the carts, the cost is typically calculated into the quarterly or monthly collection fee and is amortized over the life of the contract. If the municipality purchases the carts, the hauler's collection fee should invariably be lower.

Lawrence County, Pennsylvania purchased 2,000 96-gallon carts for residential recycling using grant money from the DEP. The County's "Big Blue Cart" program<sup>5</sup> started in the fall of 2009 when the carts were provided to residents on a first come, first served basis in non-mandated rural communities. Two haulers offered to collect the materials at no charge to the residents or the County: Tri-County Industries and Valley Waste Service, Inc. (These are "sister" companies and Tri-County Industries owns a MRF in Mars, PA so they have a vested interest in collecting the recyclable materials.) Tri-County Industries uses split-bodied collection vehicles to efficiently collect garbage and recycling from rural residents in one pass. The recycling carts are emptied into one side of the truck while the other side is used for MSW collection.

### Curbside Collection

Table 9 lists the current costs to residents for curbside collection services in eight York County townships that have exclusive collection contracts. The costs shown below are "bundled," meaning they include more than one service (e.g., most include MSW and recycling collection and in some instances, bulk waste collection). Most of these communities are considered rural, with the exception of Springettsbury and York Townships which are more suburban.

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<sup>5</sup> Source: Lawrence County website. <http://www.co.lawrence.pa.us/Recycling/BigBlueCartProgram.html>



**Table 9**  
**Contracted Curbside Collection Costs<sup>1</sup> for**  
**Rural and Suburban Townships in York County**

Municipality/ Contracted Hauler	Contract Services Provided	Cost to Resident		Notes
		Per Qtr	Per Month	
Carroll Twp/ Penn Waste	Option 1 <ul style="list-style-type: none"><li>▪ MSW – weekly (4 cans or bags)</li><li>▪ Recycling – weekly</li><li>▪ Bulk Waste – 1 item per week</li></ul>	\$54.00	\$18.00	Extra trash bags, \$3.50 each  Carts are available for an additional \$18/quarter
	Option 2 <ul style="list-style-type: none"><li>▪ MSW – One 32-gallon bag every other week</li><li>▪ Recycling – weekly</li><li>▪ Bulk – cost 1 bag</li></ul>	26 bags/yr for \$91.00 (\$3.50/bag) Approx. \$7.60/month		
Conewago Twp/ Penn Waste	One Service Level <ul style="list-style-type: none"><li>▪ MSW – weekly (six 32-gal bags or cans)</li><li>▪ Recycling – weekly</li><li>▪ Bulk – 1 per week</li></ul>	\$49.05	\$16.35	Carts are available for an additional \$18/quarter
East Hopewell Twp/ York Waste	Basic Service <ul style="list-style-type: none"><li>▪ MSW – weekly (6 bags or one 96-gal cart)</li><li>▪ Recycling – weekly</li><li>▪ Bulk – 1 per week</li></ul>	\$63.00	\$21.00	No charge for 96-gal cart
	Low Volume Option <ul style="list-style-type: none"><li>▪ MSW – per bag. Must purchase 13 bags every 6 months to receive recycling</li><li>▪ Recycling – weekly</li><li>▪ Bulk – Not included</li></ul>	26 bags/yr for \$110.50 (\$4.25/bag) Approx. \$9.21/month		Bulk items can be collected at a per item fee.
Hellam Twp/ York Waste	Basic Service <ul style="list-style-type: none"><li>▪ MSW – weekly (one 96-gal cart)</li><li>▪ Recycling – weekly</li><li>▪ Bulk – 1 per week</li></ul>	\$53.55	\$17.85	No charge for 96-gal cart
	Low Volume Option <ul style="list-style-type: none"><li>▪ MSW – per bag. Must purchase 26 bags per year to receive recycling</li><li>▪ Recycling – weekly</li><li>▪ Bulk – Not included</li></ul>	26 bags/yr for \$115.70 (\$4.45/bag) Approx. \$9.65/month		Bulk items can be collected at a per item fee.

**Table 9**  
**Contracted Curbside Collection Costs<sup>1</sup> for**  
**Rural and Suburban Townships in York County**

Municipality/ Contracted Hauler	Contract Services Provided	Cost to Resident		Notes
		Per Qtr	Per Month	
Hopewell Twp/ York Waste	Basic <ul style="list-style-type: none"><li>▪ MSW – 2 collections/week (4 bags or one 96-gal cart twice/wk)</li><li>▪ Recycling – weekly</li><li>▪ Bulk – 1 per week</li></ul>	\$68.25	\$22.75	Bulk items can be collected at a per item fee.
	Low Volume <ul style="list-style-type: none"><li>▪ MSW – per bag. Must purchase 13 bags every 6 months to receive recycling</li><li>▪ Recycling – weekly</li><li>▪ Bulk – Not included</li></ul>	26 bags/yr for \$110.50 (\$4.25/bag) Approx. \$9.21/month		
	As Needed <ul style="list-style-type: none"><li>▪ MSW collection only, no recycling or bulk collection.</li></ul>	\$4.25/bag		
Manheim Twp/ Penn Waste	Option 1 <ul style="list-style-type: none"><li>▪ MSW – weekly (3 cans or bags)</li><li>▪ Recycling – weekly</li><li>▪ Bulk Waste – 1 item per week</li></ul>	\$58.50	\$19.50	Extra trash bags, \$3.75 each
	Option 2 <ul style="list-style-type: none"><li>▪ MSW – per bag. Must purchase 24 bags per year to receive recycling</li><li>▪ Recycling – weekly</li><li>▪ Bulk – cost 1 bag</li></ul>	24 bags/yr for \$90.00 (\$3.75/bag) Approx. \$7.50/month		
Springettsbury Twp/ York Waste	Option 1 <ul style="list-style-type: none"><li>▪ MSW – weekly (one 96-gal cart)</li><li>▪ Recycling – weekly</li><li>▪ Bulk – 1 per week</li></ul>	\$63.45	\$21.15	Extra trash bags, \$2.75 each
	Option 2 <ul style="list-style-type: none"><li>▪ MSW – weekly (Three 32-gal bags or cans)</li><li>▪ Recycling – weekly</li><li>▪ Bulk – 1 per week</li></ul>	\$45.45	\$15.15	
	Option 3 <ul style="list-style-type: none"><li>▪ MSW – weekly (One 32-gal bag or can)</li><li>▪ Recycling – weekly</li><li>▪ Bulk – 1 per week</li></ul>	\$42.15	\$14.05	

**Table 9**  
**Contracted Curbside Collection Costs<sup>1</sup> for**  
**Rural and Suburban Townships in York County**

Municipality/ Contracted Hauler	Contract Services Provided	Cost to Resident		Notes
		Per Qtr	Per Month	
York Twp/ York Waste	One Service Level <ul style="list-style-type: none"> <li>▪ MSW – weekly (one 96-gal cart or three 32-gal bags or cans)</li> <li>▪ Recycling – weekly</li> <li>▪ Bulk – 1 per week</li> </ul>	\$46.51	\$15.50	Extra trash bags, \$3.00 each
Basic Service Average Cost:		\$57.04	\$19.01	
Low Volume Service Average Cost:			\$8.63	

<sup>1</sup> As of June 2010.

When comparing the “basic” level of service (i.e., garbage, recycling, bulk waste collection) among contracted municipalities, the cost to the residents ranges from \$46.51 to \$68.25 per quarter with an average of \$57.04 per quarter. This calculates to a per-month fee ranging from \$15.50 to \$22.75, with an average of \$19.01 per month. The “low-volume” options range from \$7.50 to \$9.65 per month, with an average of \$8.63 per month.

Table 10 provides a comparison of the average contracted costs (for MSW, recycling and bulk waste collection) shown in Table 9 to the 2009 average private subscription costs<sup>6</sup> (for MSW only) in York County municipalities without curbside recycling.

**Table 10**  
**Comparison of Contracted Curbside Cost of MSW, Recycling & Bulk Waste Collection**  
**to Private Subscription Curbside Cost of MSW Collection Only**

Municipality	Cost to Resident	
	Per Quarter	Per Month
Average of 8 Contracted Townships (in Table 9)	\$57.04	\$19.01
York Waste Disposal – 96-gallon cart <sup>1</sup>	\$100.00	\$33.33
Penn Waste – 6 bags or cans per week <sup>1, 2</sup>	\$75.00	n/a
<b>Percent Difference (Average Contracted vs. Non-Contracted)</b>	<b>20 - 75%</b>	<b>21 - 75%</b>

<sup>1</sup> Includes garbage collection & disposal only; no recycling or bulk waste collection.

<sup>2</sup> Penn Waste also offers residents a PAYT option in which residents can purchase 10 bags for \$32.50, however few households reportedly select this option.

<sup>6</sup> Source: York County Solid Waste Authority



As Table 10 indicates, the non-contracted rates in the County are estimated to be 20 to 75 percent higher in cost than the average contracted rates, and include fewer services.

It is challenging to identify typical costs per household (or per ton) for residential curbside recycling services, because:

- Many haulers combine the costs in their bid, or skew the costs of one service (offsetting them with costs of another) in an attempt to “win” the bid; and
- Tons collected in programs can vary significantly, depending on housing density, participation levels, array of recyclable materials included, etc., making comparisons challenging.

However, recent research conducted by the YCSWA indicates that it is common for the incremental cost for weekly curbside recycling to be \$3.00 to \$5.00 per household per month, despite the fact that this is not a “line item” that residents or municipalities would see on their bill or bid. On a per-ton basis, the U.S. EPA estimates that curbside recycling collection costs for dual-stream programs (e.g., where rigid containers and fiber materials are placed in separate compartments on the collection vehicle) are from \$103 (every-other-week collection) to \$141 (weekly collection) based on “high participation,” on average.<sup>7</sup>

## Drop-off Recycling

Of the 11 municipalities in the County without curbside recycling, eight have drop-off recycling sites available for residents and businesses. Each site is serviced by a private hauler. R. W. Beck was provided annual cost information for four of the eight drop-off sites. Based on this data, average monthly costs and per-ton costs were calculated for each drop-off site, as shown in Table 11.

Table 11  
Drop-Off Recycling Collection Costs and Average Costs per Ton  
in Municipalities without Curbside Recycling  
York County, PA

Municipality	Annual Recycling Cost	Avg. Cost per Month	Drop-Off Tons (2009)	Avg. Cost per Ton
Chanceford Township	\$ 4,848	\$ 404	31.45	\$ 154.00
Fawn Township	6,638	553	25.01	265.00
North York Borough	5,697	475	12.62	451.00
Peach Bottom Township	6,000	500	24.78	242.00
Average:	\$ 5,796	\$ 483	23.47	\$278.00

<sup>7</sup> <http://www.epa.gov/osw/conserve/tools/localgov/economics/collection.htm>



Although the cost information available was limited, R. W. Beck calculated that the average cost per ton of recyclable material collected from these drop sites in 2009 was \$278. The average cost for a municipality to provide a drop-off site was \$483 per month. Drop-off sites are generally more cost-effective, on a per-ton basis, when containers are full when pulled because haulers typically charge a monthly container rental fee, as well as a “per-pull” fee. When containers are pulled when less than full, or sites are simply not well utilized, costs per ton are high. Further, proper sizing of containers is important for cost savings as well as safety and aesthetics of the site (which also impacts participation).

In many instances, small municipalities do not have the staff or financial means to provide a municipally-operated curbside or drop-off recycling program. However, for the Authority or those local governments that may be interested in providing either drop-off or curbside recycling collection service in York County, an evaluation of service provider options is presented in Table 12.

**Table 12**  
**Evaluation of Curbside or Drop-Off Recycling Service Provider Options**

Service Provider	Strengths	Weaknesses
Local Government	<ul style="list-style-type: none"> <li>■ The local government has control over program; it can make changes quickly.</li> <li>■ It provides flexibility in addressing issues that may arise.</li> <li>■ The local government can choose collection method, container sizes, etc.</li> </ul>	<ul style="list-style-type: none"> <li>■ The municipality must purchase or lease the appropriate trucks and equipment and be responsible for maintenance.</li> <li>■ If local government is small, vehicles may not be fully utilized, making service less cost-efficient.</li> <li>■ Collection vehicles are generally not adaptable to other local government uses.</li> </ul>
Contracted or Exclusive Franchise Provider	<ul style="list-style-type: none"> <li>■ Franchise fees may be paid to local government.</li> <li>■ The contract or franchise agreement gives government some control over program and service level.</li> <li>■ The local government does not have to make a large capital investment to purchase or lease specialized equipment.</li> </ul>	<ul style="list-style-type: none"> <li>■ It requires monitoring of service provider performance.</li> <li>■ Usually, a local government must accept the equipment and vehicles the contractor has with no opportunity to change to fit community needs.</li> </ul>

There are many variables associated with estimating the cost of a public entity providing curbside collection of recyclable materials directly (e.g., using municipal or Authority staff). Table 13 provides an example of basic planning-level cost estimates for a curbside recycling collection program using wheeled carts and a fully-automated collection vehicle. The variables that will impact the costs include, but are not limited to:



- Number of households participating in curbside recycling collection;
- Frequency of collection;
- Number and size of carts;
- Agreement with recyclable materials processor;
- Labor costs for a driver with a commercial driver's license (CDL); and
- Type and age of collection vehicle (will also impact O&M costs).

Many communities feel that the benefits of publicly-provided recycling services include:

- Program changes can be made relatively easily and quickly; and
- Service-levels may be higher.

The main drawbacks of publicly provided services are:

- At first, the public sector may not have expertise in recycling collection, and may not have connections with end markets;
- Public entities may not have the capital to purchase equipment;
- Public entities may not have suitable maintenance facilities or staff to maintain the equipment or it may be costly to contract out equipment maintenance (which can be difficult to budget for because many maintenance issues are unexpected); and
- Public entities may be serving a smaller number of households, and therefore may not be able to fully utilize the collection equipment.

**Table 13**  
**Estimated Annual Costs for Curbside Recycling Collection**  
**Equipment and Staff**

<b>Annualized Capital Costs per Vehicle</b>	
Purchase Price of one Fully-Automated Recycling Vehicle	\$180,000
Interest Rate	5%
Term (years)	7
<b>Annual Vehicle Amortization Subtotal</b>	<b>\$31,108</b>
<b>Labor Cost</b>	
Average Annual Salary, Including Benefits <sup>1</sup>	\$48,700
Crew Size	1
<b>Labor Cost Subtotal</b>	<b>\$48,700</b>
<b>Vehicle Operations &amp; Maintenance (O&amp;M) Cost</b>	
Average O&M Cost per Truck <sup>2</sup>	\$27,000
<b>O&amp;M Cost Subtotal</b>	<b>\$27,000</b>
<b>Total Annual Cost for Recycling Collection (est.)<sup>3,4,5</sup></b>	<b>\$106,808</b>
<b>Initial Cost for Lidded, Wheeled Recycling Carts</b>	
20,000 carts at \$75 each	\$1,500,000
Useful Life (years)	10-12

<sup>1</sup> Based on a wage of approx. \$18 per hour, with benefits equal to 30% of salary.

<sup>2</sup> Estimated at 15% of the purchase price.

<sup>3</sup> Excludes initial cost of recycling carts.

<sup>4</sup> Excludes administrative costs associated with the recycling program such as customer service, billing, and public education.

<sup>5</sup> Based on only one vehicle (i.e., no spare trucks were included in calculations).

## Conclusions and Recommendations

Based on the data we have received from the YCSWA and our review of the 11 municipalities in York County without curbside recycling collection, we offer the following recommendations for consideration by the Authority:

- Set minimum collection service standards or assist municipalities in setting service standards, either through the YCSWA hauler licensing program, through separate programs that register haulers, or via ordinance revisions, to require all haulers who provide curbside MSW collection in the County (or municipality) must also offer curbside recycling collection service to residents. It is recommended that the pricing for the base level of garbage include unlimited collection of recyclables.



- Before implementing new curbside collection programs, consider surveying residents of the boroughs or townships that would be affected to gauge their interest in curbside recycling collection, similar to the survey conducted by Lower Windsor Township.
- Hold discussions individually with staff or officials of the 11 municipalities to gauge their interest in entering into contracts for curbside MSW and recycling collection that are exclusive, yet voluntary. Because most of these municipalities have limited staff, we recommend the Authority provide draft RFP and/or contract language for the municipalities to use and tailor to their needs. Similarly, the YCSWA might be able to assist with education and outreach materials for citizens.
- Consider procuring a contract for the curbside collection of recyclable materials in certain boroughs or townships, or for several municipalities in a region (such as the Southeast or Northwest regions of the County), through a competitive RFP process. The Authority could manage the procurement process by drafting and publishing the RFP, accepting proposals and assisting the municipalities in selecting a contractor. Once the curbside recycling collection contract is in place, the Authority's role could become more of occasional oversight.

To estimate the tons of recyclable materials that could potentially be collected if certain groups of municipalities were contracted together, we first looked at the five municipalities that make up the Southeast region of the County (Lower Windsor, Chanceford, Lower Chanceford, Peach Bottom and Fawn). The population of those municipalities, combined, is 26,346. Attributing 167 pounds per capita per year for recyclables, based on the median of 2009 data, it is reasonable to expect that with a 50 percent participation rate, 1,100 tons of recyclables would be collected from that region annually.

2010 Population of SE Region	50% Participation		Lbs/Person/Year Recycled		Residential Tons/Year Recycled
26,346	13,173	x	167	=	1,100

If participation were 100 percent, that amount would double, to 2,200 tons per year.

2010 Population of SE Region	100% Participation		Lbs/Person/Year Recycled		Residential Tons/Year Recycled
26,346	26,346	x	167	=	2,200

In addition, if curbside recycling programs were implemented in the three municipalities that make up the Northwest region of the County (Franklin, Washington and Paradise), and we assume that half of the population in these communities participated, and they recycled the basic curbside recyclables of 167 pounds per person per year, then the municipalities

combined would generate 498 tons of curbside recyclables annually. If participation were 100 percent, total recyclables collected in that region would be 996 tons per year.

2010 Population of NW Region	50% Participation		Lbs/Person/Year Recycled		Residential Tons/Year Recycled
11,927	5,964	x	167	=	498
2010 Population of NW Region	100% Participation		Lbs/Person/Year Recycled		Residential Tons/Year Recycled
11,927	11,927	x	167	=	996

It should be noted that we do not know the participation rates associated with the 2009 curbside data, in which the 167 pounds/person/year was derived. It is most likely less than 100 percent, but is probably a “realistic” scenario; one that could potentially be improved upon over time with enhancement to education and outreach, as well as the addition of more materials to the program.

- Schedule one-on-one meetings or telephone calls with each hauler currently providing MSW collection in the boroughs and townships without curbside recycling and ask if they would 1) be willing to provide curbside recycling to these municipalities and if so, 2) provide an estimate to the Authority (or municipality) of how much of an increase this would be for the residents or provide a service fee table based on different levels of service (basic, low volume, etc.). Compare those prices to the contracted prices for MSW and recycling collection in Table 9. The costs may be slightly more if the households are spread out in rural areas, requiring the haulers to drive longer distances between homes and between the route and the MRF.
- Consider using grant money from the Act 101, Section 902, Recycling Development and Implementation Grants, to apply for funds to purchase wheeled carts for residential curbside recycling collection in one or more of the municipalities currently without curbside recycling service. The Authority could survey the 11 municipalities to determine which ones have an interest in working with a local hauler (or haulers) to develop a curbside program.
- Consider establishing a drop-off site in each of the three municipalities that currently do not have a recycling drop-off site, and potentially add more drop-off sites throughout the entire region, particularly where residents have to drive farther to access them. The Authority could apply for grants to purchase bins or a compartmentalized trailer. Municipalities that have an interest in a drop-site would need to demonstrate to the Authority that they are financially able to pay a hauler to service the drop-off site. However, if the Authority is successful in establishing curbside recycling in these municipalities, there may be no need to expand drop-off recycling for the materials that are accepted curbside.

- Expand public education and outreach efforts by having Authority staff make presentations at residential meetings in the 11 communities that currently do not have curbside recycling collection. The staff could explain the Authority's desire to increase recycling and could present various strategies that are being considered and ask for feedback from the residents. Highlight the potential benefits to residents, including potential economic, safety, and environmental benefits.
- Consider applying for grant money or use funds from RRC tip fees or from the sale of electricity to subsidize haulers a certain dollar amount per ton for recyclable materials collected from rural areas, or a dollar amount per rural household collected. Haulers would have to submit to the Authority monthly customer lists with names and addresses in order to be reimbursed by number of households. If reimbursed by the ton of recyclables collected, the hauler would need to submit addresses and container sizes for each household. The Authority and the hauler would have to agree on conversion factors for each size recycling cart or bin so that an estimate of tonnage could be determined. (This assumes the hauler is unable to run a dedicated route for rural households. If it is possible to run a dedicated route, then the truck weight at the end of the day would serve as the means to calculate the reimbursement or subsidy.)
- If the Authority determines that curbside recycling collection is not feasible in certain boroughs or townships, consider adding more drop-off sites to those municipalities. In conjunction with adding new sites, the Authority should develop a public education/outreach campaign to make residents aware of the new site and encourage them to utilize the drop-off sites.

Thank you for the opportunity to provide assistance to the York County Solid Waste Authority. Please contact Mary at (651) 994-8415 or Susan at (508) 935-1807 with questions regarding this report.

Sincerely,

R. W. BECK, INC.



Mary Chamberlain  
Environmental Analyst



Susan Bush  
Environmental Analyst

Appendix A  
TRASH AND RECYCLING INFORMATION  
HELLAM TOWNSHIP, PA

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An SAIC Company



## Important Trash and Recycling Information for Hellam Township

### EFFECTIVE OCTOBER 1, 2009, TRASH AND RECYCLING SERVICES WILL BE PROVIDED EXCLUSIVELY BY YORK WASTE DISPOSAL

There are two service options available and this is your chance to schedule the service that best meets you weekly trash and recycling collection needs. **Your response is required by September 4th, 2009.** Your first quarterly billing will arrive in September.

**Basic Service** – \$53.55 per quarter. Includes collection of trash 1 time per week, recycling 1 time per week and 1 bulk item per week. All collections will be made on the same day. Your collection day will be Thursday. Each customer will be provided with a 96 gallon mobile trash container to be used for your one (1) time per week collection. If additional service is needed, Extra Service bags/tags are available for \$4.45 per bag/tag. Recycle bins will be provided by the township and delivered by York Waste Disposal.

**Low Volume Option** – \$115.70 per year for 26 bags / tags. Residents choosing the Low Volume service are required to purchase 32 gallon bags from the township office or York Waste Disposal. In order for Low Volume customers to participate in curbside recycling, the customer must purchase a minimum of twenty-six (26) 32-gallon bags at least one time per year. Weekly bulk item collection is not available to Low Volume customers. Bulk items can be collected at a per item fee and collection arrangements must be made by calling our customer service department **717-845-1557 OR 800-210-9675.**

## Trash and Recycling Service Selection

### YOUR RESPONSE MUST BE RECEIVED NO LATER THAN SEPTEMBER 4, 2009

Prices are firm until September 30, 2010 and will change only if there is an increase in York County tipping fees.

I would like to schedule the (*Must select one*)



- ☐ **Basic Service** – \$214.20 per year billed / \$53.55 per quarter. 1 time per week trash collection. 1 time per week recycling collection, 1 bulk item per week.
- ☐ **Low Volume Service** with recycling – \$115.70 per year, billed 1 time per year. Twenty Six 32-gallon bags and weekly recycling.
- ☐ I do not want to participate in the trash and recycling service.
- ☐ Vacant / Non Residential Property. No Service required at this time.



You may also visit our web site [www.yorkwaste.com](http://www.yorkwaste.com). Select online services and complete the general inquiry form and tell us which service you wish to have scheduled.

#### Service Address

#### Billing Address

*Required* \_\_\_\_\_  
Name

*Required* \_\_\_\_\_  
Street

*Required* \_\_\_\_\_  
City, State Zip

*Required* \_\_\_\_\_  
Phone: Home

*Optional* \_\_\_\_\_  
Email

*Required* \_\_\_\_\_  
Name

*Required* \_\_\_\_\_  
Street

*Required* \_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Mobile



Appendix B  
TRASH HAULER SURVEY  
LOWER WINDSOR TOWNSHIP

---



An SAIC Company



**Hello:**

**You are invited to participate in our survey. Due to an overwhelming request to the Lower Windsor Township Board of Supervisors, residents and property owners are invited to participate in this survey which solicits information and feedback regarding using a single hauler trash collector for the Township.**

**Would you like the Township to explore the possibility and available options for Township contracted trash collection and recycling services for all residences?**

	<b>Yes</b>	<b>No</b>
<b>Trash Collection Only</b>	<b>0</b>	<b>0</b>
<b>Recycling Only</b>	<b>0</b>	<b>0</b>
<b>Both Services</b>	<b>0</b>	<b>0</b>

**Do you favor one large item per week picked up at your residence?**

- ☐ **Yes**
- ☐ **No**

**How many times per week do you prefer your trash collected?**

- ☐ **One**
- ☐ **Two**

**Would you prefer being supplied with a trash cart from the hauler?**

- ☐ **Yes**
- ☐ **No**

**Comments or Suggestions?**

**Please mail or drop off all completed surveys NO LATER THAN MAY 28, 2010 to the Lower Windsor Township office at 2425 Craley Road Wrightsville Pa 17368. Thank you for your participation.**

**QuestionPro**

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[Participant Statistics](#)  
[Open-Ended Text](#)  
[Export Data](#)**187 Started the survey, 157 Completed »**[Online Options ▾](#)[Download Options ▾](#)**Online Tools**[Cross-Tabulation](#)  
[Report Sharing](#)  
[Customized Reports](#)**Advanced Analysis**[Data Segmentation](#)  
[Trend Analysis](#)  
[Configure Analytics](#)**Market Research**[TURF Analysis](#)**Data Management**[Search](#)  
[Response Viewer](#)  
[Delete Survey Data](#)  
[Report/Data Scheduler](#)  
[Download Center](#)**83.96% Completion Rate**

**Reports**

Real-Time Summary  
Participant Statistics  
Open-Ended Text  
Export Data

**Report Link :** <http://questionpro.com/s/1-854137->
Report Sharing is OFF ([turn on](#))

Options ▾

**Survey Report : Lower Windsor Township Trash Hauler Survey****Survey Statistics**

Viewed	270
Started	187
Completed	157
Completion Rate	83.96%
Drop Outs (After Starting)	30

➤ Average time taken to complete survey : 4 minute(s)

**Online Tools**

Cross-Tabulation  
Report Sharing  
Customized Reports

**Advanced Analysis**

Data Segmentation  
Trend Analysis  
Configure Analytics

**Market Research**

TURF Analysis

**Data Management**

Search  
Response Viewer  
Delete Survey Data  
Report/Data Scheduler  
Download Center

Would you like the Township to explore the possibility and available options for Township-contracted trash collection and recycling services for all residences?

[Custom Analysis Options](#)
**Overall Matrix Scorecard**

	Question	Count	Score	Yes	No
1.	Trash Collection Only	81	1.531	<div></div>	
2.	Recycling Only	68	1.735	<div></div>	
3.	Both Services	147	1.327	<div></div>	
Average			1.531		

[Custom Analysis](#)

## Trash Collection Only

[Options](#)

## Frequency Analysis

	Answer	Count	Percent	20%	40%	60%	80%	100%
	Yes	<b>38</b>	<u>46.91%</u>	<input type="text"/>				
	No	<b>43</b>	<u>53.09%</u>	<input type="text"/>				
	Total	<b>81</b>	<b>100%</b>					

## Key Analytics

Mean	1.531
Confidence Interval @ 95%	[1.422 - 1.640] n = 81
Standard Deviation	0.502
Standard Error	0.056

## Recycling Only

[Custom Analysis Options](#)

## Frequency Analysis

	Answer	Count	Percent	20%	40%	60%	80%	100%
	Yes	<b>18</b>	<u>26.47%</u>	<input type="text"/>				
	No	<b>50</b>	<u>73.53%</u>	<input type="text"/>				
	Total	<b>68</b>	<b>100%</b>					

## Key Analytics

Mean	1.735
Confidence Interval @ 95%	[1.630 - 1.841] n = 68
Standard Deviation	0.444
Standard Error	0.054

## Both Services

[Custom Analysis Options](#)

## Frequency Analysis

	Answer	Count	Percent	20%	40%	60%	80%	100%
	Yes	<b>99</b>	<u>67.35%</u>	<input type="text"/>				
	No	<b>48</b>	<u>32.65%</u>	<input type="text"/>				



Total	147	100%
-------	-----	------



**Key Analytics**

Mean	1.327
Confidence Interval @ 95%	[1.250 - 1.403] n = 147
Standard Deviation	0.471
Standard Error	0.039

 **Custom Analysis**  
Options

Do you favor one large item per week picked up at your residence?

**Frequency Analysis**

	Answer	Count	Percent	20%	40%	60%	80%	100%
	Yes	<b>89</b>	<b>55.97%</b>	<input type="text"/>				
	No	<b>70</b>	<b>44.03%</b>	<input type="text"/>				
	Total	159	100%					



**Key Analytics**

Mean	1.440
Confidence Interval @ 95%	[1.363 - 1.518] n = 159
Standard Deviation	0.498
Standard Error	0.039

 **Custom Analysis**  
Options

How many times per week do you prefer your trash collected?

**Frequency Analysis**

	Answer	Count	Percent	20%	40%	60%	80%	100%
	One	<b>141</b>	<b>95.27%</b>	<input type="text"/>				
	Two	<b>7</b>	<b>4.73%</b>	<input type="text"/>				
	Total	148	100%					

**Key Analytics**

Mean	1.047
Confidence Interval @ 95%	[1.013 - 1.082] n = 148
Standard Deviation	0.213





Standard Error	0.018
----------------	-------

 [Custom Analysis Options](#)

Would you prefer being supplied with a trash cart from the hauler?

#### Frequency Analysis

	Answer	Count	Percent	20%	40%	60%	80%	100%
	Yes	<b>72</b>	45.86%	<input type="text"/>				
	No	<b>85</b>	54.14%	<input type="text"/>				
	Total	157	100%					

#### Key Analytics

Mean	1.541
Confidence Interval @ 95%	[1.463 - 1.620] n = 157
Standard Deviation	0.500
Standard Error	0.040

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Appendix C  
COUNTY-WIDE RECYCLING COLLECTION CONTRACT  
MCLEOD COUNTY, MINNESOTA

---



An SAIC Company



**Service Agreement for the Collection and Hauling  
of Recyclable Materials in  
McLeod County Municipalities**



**McLeod County, Minnesota**

**July 2005**

Service Agreement for the Collection and Hauling of Recyclable Materials  
in McLeod County

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**Attachment B: Refuse Collection Route Map(s)**

**Attachment C: List of Public Schools to be Provided Recycling Collection Service**

## Service Agreement for the Collection and Hauling of Recyclable Materials in McLeod County Municipalities

This Agreement is made and entered into by and between McLeod County, Minnesota, a Minnesota municipal corporation (County), 1065 5th Avenue SE, Hutchinson, MN 55350, and Waste Management of Minnesota, Inc., (Contractor), a Minnesota Corporation, with its principal place of business at 10030 Industrial Boulevard, Winsted, Minnesota 55395.

WHEREAS, the County supports curbside collection of recyclable materials and desires that a uniform collection program be made available to all County residents;

WHEREAS, the County requires collection and hauling services for recyclable materials from residences and certain other establishments within the municipalities, including the City of Hutchinson, located in McLeod County in accordance with the terms of this Agreement;

WHEREAS, the Contractor is licensed to operate in McLeod County, City of Hutchinson, and other municipalities in the County, and is engaged in the business of collecting and hauling recyclable materials;

WHEREAS, the County desires to retain the services of the Contractor;

WHEREAS, the Contractor desires to provide collection and hauling services on behalf of the County and to deliver collected recyclable materials to the County Materials Recovery Facility (MRF); and

NOW, THEREFORE, it is agreed by and between the parties:

### 1. Definitions

For purposes of this Agreement, the terms listed below shall have the following meanings:

- 1.1 "Agreement" means the agreement between McLeod County and Waste Management of Minnesota, Inc. to provide the collection and hauling of recyclable materials.
- 1.2 "City" means City of Hutchinson and other municipalities located within McLeod County.
- 1.3 "Contractor" means Waste Management of Minnesota, Inc.
- 1.4 "County" means McLeod County.
- 1.5 "County MRF" means the McLeod County Materials Recovery Facility (MRF) located at 1065 5th Avenue SE in Hutchinson, Minnesota.
- 1.6 "Holiday" means any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays are discussed in further detail in Section 3.15.
- 1.7 "Industrial/Commercial/Institutional (ICI)" means an industry, business, or governmental establishment that generates recyclable materials.



- 1.8 “Multi-Unit Dwelling (MUD)” means a housing unit within a building with multiple units.
- 1.9 “Municipalities” means Biscay, Brownston, Glencoe, Hutchinson, Lester Prairie, Plato, Silver Lake, Stewart, and Winsted.
- 1.10 “Recyclable Materials” means newsprint and inserts; clear, brown, and green glass (food and beverage containers); aluminum, steel, bi-metal, and tin cans (food and beverage containers); corrugated cardboard; magazines; books; telephone books; catalogs; office paper; home office paper and mail; boxboard; plastic bottles with a neck; and any other materials mutually agreed upon between the County and Contractor. Materials may be added to this list by mutual written agreement between the County and the Contractor.
- 1.11 “Recycling Containers” means the County-issued curbside recycling bins made available for residents and 90 gallon carts provided by the Contractor for MUDs. Other container types such as brown paper grocery bags, boxes, and bins are acceptable containers to the extent that drivers readily recognize them as containing recyclable materials and these containers are adequate to contain the recyclable materials.
- 1.12 “Residential Dwelling Unit (RDU)” means a single family household, including units in a duplex, triplex, townhome, and mobile home parks.
- 1.13 “Scheduled Collection Day” means the day or days of the week on which recycling collection by the Contractor is to occur.
- 1.14 “Sort” means the manner in which recyclable materials are to be prepared by the customers and collected by the Contractor. The sorts, described in detail in Section 3.5 of this document, include the following:
1. Old newspapers, old magazines, and phone books.
  2. Old corrugated cardboard, old boxboard, home office paper and mail, and books.
  3. Glass bottles and jars.
  4. Metal Cans.
  5. Plastic Bottles.
- 1.15 “Unacceptable Recyclable Materials” means any materials not listed under the definition of “Recyclable Materials”. Items typically considered contaminants include: window glass, ceramics, wax-coated cardboard, Styrofoam, plastic bags, aluminum foil, and other material as may be determined in the future, between the Contractor and the County.

## 2. Contract Term

The term of this Agreement shall cover a period of five years commencing on October 1, 2005 with one, two-year renewal option. The County shall notify the Contractor in writing at least one hundred twenty (120) days prior to the end of the contract term if the County chooses to exercise its option to renew. If the County chooses not to exercise its option, then the Agreement shall end on September 30, 2010.

### 3. Collection Service Requirements

#### 3.1 Residential Dwelling Units

##### 3.1.1 Scope of Service

The Contractor shall service all residential dwelling unit (RDU) customers, as identified by the County. An implementation schedule for the various municipalities in the County will be developed and approved by the County prior to initiating collection in each of the municipalities. The County shall pay the Contractor per dwelling unit per month as specified in Attachment A, whether or not the customer has set out recyclable materials for collection.

The Contractor shall be responsible for the collection of recyclable material from the recycling bins set at the curb on the appropriate collection day and delivering the materials collected to the County MRF. The County requires residents to separate recyclable materials and place them in recycling containers on their designated collection day. Contractor shall empty all acceptable materials from the recycling bin and any acceptable materials that are placed adjacent to the bin in a container, and shall replace the recycling bin at the curbside. The Contractor shall collect all recyclable materials prepared as specified in Section 3.5. The procedures for handling unacceptable materials are discussed in Section 3.6 of the Agreement.

##### 3.1.2 Schedule

###### *3.1.2.1 Hours*

At least 30 days before initiating service, the Contractor shall provide a proposed collection schedule to the County including the morning start times and expected afternoon/evening completion of the various collection routes. The County will approve the schedule prior to initiation of collection service with the designated municipality.

The schedule for collecting residential recyclable materials is between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. For the City of Hutchinson and Glencoe, collection will be provided on a weekly basis. For all other municipalities, collection will be provided every other week, unless the municipality, County, and Contractor agree to an alternate collection schedule.

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations are completed by 5:00 p.m. on the scheduled collection day.

If Contractor determines that the collection of recyclable materials will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the County Recycling Manager by 4:00 p.m. of that day. Contractor shall inform the County of the areas of the City or the establishments where collection will not be completed, the reason for non-completion, and the expected time of completion.

###### *3.1.2.2 Zones*

Currently the recycling collection schedule is Monday through Friday, one day for each of the five sections or zones of the City as detailed in Attachment B. The Contractor will be required to collect recyclable materials from the residents of RDUs on the same day as the City's refuse collection for each customer.

### *3.1.2.3 Set-out Locations*

Recycling bins shall be required to be placed at the curbside by owner or tenant by 7:00 a.m. on the designated collection day. Contractor shall provide free walk-up service to special needs residents who request it. A list of these customers will be provided to the Contractor prior to initiation of service in the designated municipalities.

## **3.2 Multi-Unit Dwellings**

### **3.2.1 Scope of Service**

The Contractor shall service all of the multi-unit dwellings identified by the Contractor and approved by the County. The County shall pay the Contractor per dwelling unit per month for approved MUDs as specified in Attachment A.

The Contractor shall collect recyclable materials that have been prepared in the manner outlined in Section 3.5 of this document.

The Contractor shall provide five (5) 90-gallon containers or agreed upon alternate containers for all MUD's and in sufficient quantity to adequately contain the materials between collections.

The containers must be clearly marked with text and graphics identifying the "Acceptable Materials" to be placed in the container.

Contractor shall empty all acceptable materials from inside the containers and any acceptable materials that may be set adjacent to the containers. Materials set adjacent to containers shall be placed in containers if identifiable as acceptable materials. Once emptied, the Contractor shall replace containers in their appropriate locations.

### **3.2.2 Schedule**

#### *3.2.2.1 Hours*

The schedule for collecting recyclable materials from MUDs will be between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. For the City of Hutchinson and Glencoe, collection will be provided on a weekly basis. For all other municipalities, collection will be provided every other week unless the municipality, County, and Contractor agree to alternative collection schedule. Upon award of the contract, the County and the Contractor will agree upon the specific week in which recycling service to MUDs shall begin.

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations are completed by 5:00 p.m. on the scheduled collection day.

If Contractor determines that the collection of recyclable materials will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the County Recycling Manager by 4:00 p.m. of that day. Contractor shall inform the County of the areas of the City or the establishments where collection will not be completed, the reason for non-completion, and the expected time of completion.

#### *3.2.2.2 Routes*

The Contractor shall provide a route list to the County that lists all the MUDs, their addresses, and the day of the week each building will be serviced for each of the designated municipalities

prior to initiating collection. Any changes to these route lists will be provided to the County by the Contractor on a quarterly basis.

#### *3.2.2.3 Set-out Locations*

MUD containers are to be placed in centralized locations. They shall not be located inside the building, but shall be adjacent to waste dumpster enclosures at all MUD collection sites. The individual building owner or manager may designate alternate container locations.

### **3.3 Industrial/Commercial/Institutional (ICI) Establishments**

#### **3.3.1 Scope of Service**

At least 30 days before delivery of ICI recyclable materials to the County MRF from each municipality as specified in Section 5.12, the Contractor will provide a written estimate of the total quantity and types of recyclable materials collected from ICI generators (including local governmental facilities), by municipality, that will be deposited at the County MRF on a monthly basis. The County and designated municipalities may require the Contractor to collect recyclable materials from certain county and municipal properties/buildings. For local governmental facilities, the County shall pay the Contractor per Attachment A. In addition, the estimate will be accompanied by the Contractor's anticipated daily vehicle schedule as it relates to the approximate time for route completion and frequency of unloading of the materials at the County MRF. During the term of the Agreement, if the Contractor plans to deposit at the County MRF a variation of more than 20% of the original projection on a monthly basis, the Contractor shall notify the County of this anticipated increase or decrease and provide an explanation for this anticipated change.

#### **3.3.2 Schedule**

##### *3.3.2.1 Hours*

The Contractor may collect recyclable materials from ICI customers between 4:00 a.m. and 5:00 p.m. unless alternative hours for collection are specified by each municipality in their respective ordinances.

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations are completed on the scheduled collection day.

If Contractor determines that the collection of recyclable materials will not be completed on the scheduled collection day, Contractor shall notify the County Recycling Manager by 4:00 p.m. of that day. Contractor shall inform the County of the areas where collection will not be completed, the reason for non-completion, and the expected time of completion.

### **3.4 Public Schools**

#### **3.4.1 Scope of Service**

The Contractor shall service all of the public schools identified by the County in Attachment C. The County shall pay the Contractor per Attachment A, based on the number of containers,

container sizes, and collection frequency per school as agreed upon by the two parties annually, at the annual review meeting as specified in Section 5.2.

The Contractor agrees to send a dedicated truck(s) to collect the recyclable materials from the schools for the first month of the school year in 2005 and deliver the material to the County MRF in order for the County to set a baseline of quantities of recyclable materials to be collected from the schools. After the first month of the school year, the Contractor may collect the recyclable materials from the schools, as identified in Attachment C, along with recyclable materials collected from ICI accounts. The County will subtract the estimated tonnage of recyclable materials collected from the designated schools from the ICI loads that were co-collected with the schools' recyclable materials. The County will not provide a revenue share to the Contractor for recyclable materials collected from the schools.

The Contractor agrees to audit the schools twice per school year, at a date to be determined by the County, by sending a dedicated truck(s) to collect the recyclable materials from the schools in order to monitor changes in the quantity of materials collected. The County will compensate the Contractor for each audit for a fixed fee of \$1,080. Each audit will include collection of recyclable materials generated by the schools using two dedicated trucks – one for OCC and one compartmentalized truck for the other recyclable materials sorted into their designated categories.

The Contractor shall collect recyclable materials from the public schools that have been prepared in the manner outlined in Section 3.5 of this document.

The Contractor shall provide five (5) 90-gallon containers or agreed upon alternate containers for all schools and in sufficient quantity to adequately contain the materials between collections. If alternate containers are proposed by the Contractor, the County Solid Waste Management Department Director and representative(s) from the applicable school(s) must provide prior written approval.

The containers must be clearly marked with text and graphics identifying the “Acceptable Materials” to be placed in the container.

Contractor shall empty all acceptable materials from inside the containers and any acceptable materials that may be set adjacent to the containers. Materials set adjacent to containers shall be placed in containers if identifiable as acceptable materials. Once emptied, the Contractor shall replace containers in their appropriate locations.

### 3.4.2 Schedule

#### *3.4.2.1 Hours*

The Contractor may collect recyclable materials from the schools between 4:00 a.m. and 5:00 p.m. unless alternative hours for collection are specified by the municipality in which the school is located. Upon award of the contract, the County and the Contractor will agree upon the specific week in which recycling service to schools shall begin.

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations are completed on the scheduled collection day.

If Contractor determines that the collection of recyclable materials will not be completed on the scheduled collection day, Contractor shall notify the County Recycling Manager by 4:00 p.m. of

that day. Contractor shall inform the County of the areas where collection will not be completed, the reason for non-completion, and the expected time of completion.

#### *3.4.2.2 Routes*

The Contractor shall provide a route list to the County that lists all the schools, the day(s) of the week each school will be serviced, and the number and size of containers at each school prior to initiating collection. Any changes to these route lists will be provided to the County, in writing, by the Contractor on a quarterly basis.

#### *3.4.2.3 Set-out Locations*

School recycling collection containers are to be placed in centralized locations. The individual school may designate alternate container locations with input from the County.

### **3.5 Acceptable Recyclable Materials**

Customers will sort the acceptable recyclable materials into the designated categories for collection by the Contractor. Listed below is a description of the recyclable materials to be collected in the City's curbside collection program and an explanation of the extent the materials may be commingled by customers:

1. **Old Newspaper (ONP):** Includes printed newsprint, flyers, and all glossy and semi-glossy advertisements and inserts typically found in newspapers.
2. **Old Magazines/Catalogs (OMG):** Includes magazines and catalogs with a glue or stapled binding, including any "seasonal circular" catalog.
3. **Phone Books:** Includes telephone directories printed for or by telephone directory publishers.

Items 1 through 3 may be commingled together in one or more containers by RDU, MUD, public schools, local governmental facilities, and ICI customers.

4. **Old Corrugated Cardboard (OCC):** OCC must be flattened and broken down to 3' x 3' size pieces and placed inside, underneath, or next to the recycling bin. Includes uncoated cardboard with a wavy core and **not** contaminated with other materials such as wax, grease, plastic coating, or Styrofoam. Also includes brown paper bags.
5. **Old Boxboard (OBB):** Includes chipboard boxes **not** coated with wax, plastic or metal such as cereal boxes, other clean chipboard food containers, shirt boxes, shoeboxes, egg cartons, and tissue roll cores.
6. **Home Office Paper and Mail (HOPM):** Includes paper that would typically be generated from a residence including "junk" mail, printer paper, envelopes of all types, file folders and notebooks, card stock, computer printouts, other report-like documents, tablets with colored glue bindings, shredded paper, fax paper, Post-It Notes, etc.
7. **Books:** Includes hardcover and soft cover, bound books.

Items 4 through 7 may be commingled by RDU, MUD, public schools, local governmental facilities, and ICI customers into one or more containers. If residents or customers choose to shred HOPM materials, the shredded paper is to be placed in brown paper bags, not plastic bags.

8. **Glass Bottles and Jars:** Includes clear, brown, and green food and beverage containers commingled into one or more containers. No ceramics, window glass, or caps and lids.
9. **Metal Cans:** Includes aluminum, steel, bi-metal, and tin food and beverage cans commingled into one or more containers.
10. **Plastic Bottles:** Includes plastic bottles with a neck labeled #1 and #2 including Poly-Ethylene Terephthalate (PET) and High-Density Poly-Ethylene (HDPE) such as soda bottles, milk and water jugs, and laundry product containers, commingled into one or more containers. No yogurt containers, margarine tubs, ice cream pails, or other plastic containers without a neck.
11. **Other:** The County may request other recyclable materials be collected in the future. If the County requests the addition of any material(s) for collection, a meeting between the County and the Contractor would be scheduled to discuss the potential changes and how the Contractor anticipates the collection of such a material(s) will impact its collection operations as it relates to collection time per stop and storage on the collection vehicle. Based on the information presented by the Contractor, a rate adjustment will be negotiated if deemed necessary.

### 3.6 Procedure for Unacceptable Recyclable Materials

#### 3.6.1 Residential Dwelling Units

During the first three months of this Agreement, unacceptable recyclable materials will be collected from RDU customers. An education tag will be left for the resident informing the resident of those materials that were set-out improperly. The educational tag will be developed by the County in cooperation with the Contractor.

After the first three months of this Agreement, unacceptable recyclable materials will be left at the collection point as described below.

If Contractor determines that a resident has set out unacceptable recyclable materials, the driver shall use the following procedures:

- a. The unacceptable materials shall be left in the recycling bin along with an “education tag” indicating which materials were set out improperly. The tag will provide instructions for the proper method of preparation.
- b. The lower portion of the education tag will be perforated and the driver shall keep the lower portion on which he/she will record the address of the RDU where the tag was left and the reason for leaving the tag. At the end of each daily route, the Contractor will deposit education tags at a designated location at the County MRF.

#### 3.6.2 Multi-Unit Dwellings, Public Schools, and Local Governmental Facilities

The Contractor will not collect containers with visible quantities of unacceptable materials. The Contractor shall notify the County Solid Waste Coordinator on a daily basis where material was left and the reason that the material was unacceptable. The County will work to obtain cooperation from the building representative in removal of trash and separation of acceptable



materials. The Contractor will then be requested to return to the site of contamination and collect properly sorted containers on the next service day.

### 3.6.3 ICI Customers

Contractor will not collect containers with visible quantities of unacceptable materials. The Contractor will work to obtain cooperation from the ICI building owner/manager in removal of trash and separation of acceptable materials. The Contractor will then return to the site of contamination and collect properly sorted containers.

### 3.7 Disposition of Recyclable Materials at the County MRF

All recyclable materials collected by the Contractor pursuant to this Agreement shall be transported to the County MRF located at 1065 5th Avenue SE in Hutchinson.

The Contractor and the County will establish a designated schedule in which the Contractor will deposit the recyclable materials at the County MRF each day of the week. The schedule for depositing the materials will be between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.

If the Contractor is unable to arrive at the County MRF before 5:00 p.m., the Contractor must notify the County Recycling Manager by 4:00 p.m. of that day.

The Contractor will deposit collected glass in designated bunkers outside the County MRF building, but on the County MRF site. All other recyclable materials will be deposited inside the County MRF on the designated tip floor, unless material baskets are provided outside the County MRF building as an alternative for depositing the materials.

The County requests that all recyclable material collected in the City each collection day be delivered to the County MRF the same day as collected, if feasible. If the Contractor will not be delivering recyclable materials to the County MRF on the same day as collected, the Contractor shall notify the County by 4:00 p.m. of the same day the materials were collected.

The Contractor shall not dispose of recyclable material collected pursuant to this Agreement in a landfill, transfer station, waste-to-energy facility, or other disposal facility without prior approval from the County.

### 3.8 Recovered Materials

The County will process all the recyclable materials collected and will market all the recovered materials received per this Agreement. All revenue received from the sale of the recyclable materials shall be retained by the County, except for ICI-generated OCC. The Contractor will receive a revenue share for the delivery of OCC as specified in Attachment A. The County will include Contractor's share of revenue with its monthly payment to the Contractor.

### 3.9 Ownership

Ownership of the recyclable materials shall remain with the person placing them for collection until Contractor's personnel physically touches the materials for collection, at which time ownership transfers to the County (Contractor is an agent of the County). The Contractor shall

report to the County any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection bins or containers.

### **3.10 Cleanup Responsibilities**

Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling bin. Driver shall take all precautions possible to prevent littering of unacceptable recyclable materials. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage.

### **3.11 Customer Service**

The County will be responsible for providing and publishing a toll free telephone number to receive phone calls from residents, schools, and MUDs regarding service issues. The County will have an answering machine or voice mail system activated to receive phone calls after hours, as well as an e-mail address for customers to communicate concerns.

The Contractor must maintain, in an agreed upon location, a local office with continuous supervision for accepting service calls from customers and/or from the County. The office will be in service with continuous supervision between the hours of 7:00 a.m. and 4:30 p.m. or until all routes are completed on all days of collection, whichever is later. The County staff will forward any service complaints received to the Contractor, via e-mail, within 24 hours of receipt of the complaint.

### **3.12 Missed Collection Policy and Procedures**

Contractor shall have a duty to pick up missed collections. Contractor shall pick up all missed collections on the same day that the Contractor receives notice from the County of a missed collection, provided notice is received by Contractor before noon on a business day. With respect to all notices of a missed collection received after noon on a business day, Contractor shall pick up that missed collection before 5:00 p.m. on the business day immediately following.

Contractor shall provide staffing of a telephone-equipped office to receive calls from customers and/or the County regarding missed collection complaints between the hours of 7:00 a.m. and 4:30 p.m. on weekdays (except holidays), and on Saturdays during weeks in which a holiday has delayed pickup until Saturday.

As part of the reporting requirements (Section 5.10), the Contractor will provide the County with a monthly report listing the number and addresses for missed collections.

### **3.13 Non-Completion of Collection and Extension of Collection Hours**

If Contractor determines that the collection of recyclable materials will not be completed by 5:00 p.m. on the scheduled collection day, Contractor shall notify the County MRF Operator or Solid Waste Coordinator as early as possible and no later than 3:00 p.m. of the same day. Contractor shall inform the County of the areas not completed, the reason for non-completion, and the expected time of completion.

The Contractor must have access to spare vehicles to ensure that the collection of recyclable materials shall not be adversely impacted due to scheduled and unscheduled down time. Prior to initiation of this Agreement, Contractor will provide a list of the type and number of vehicles that will be used to provide collection services.

### 3.14 Severe Weather

Recycling collections may be postponed due to severe weather. "Severe Weather" shall include, but shall not be limited to, those cases where the temperature at 6:00 a.m. is -25 degrees F or colder. If the Contractor determines the need to postpone collection for a specific day, it must contact the County Solid Waste Department via telephone followed by facsimile requesting postponement by 7:00 a.m. on the day which collection is postponed. Upon postponement, collection will be made the following business day. The Contractor will be responsible for notifying the residents by radio and/or television announcements.

### 3.15 Holidays

The Contractor is required to follow the same holiday schedule for RDUs that has been established for the City of Hutchinson's refuse collection. The following holidays are observed by the City of Hutchinson: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If other municipalities have a different holiday schedule, this information will be conveyed to the Contractor prior to initiating collection service in other municipalities.

The two holiday observations that will affect recyclable collection from ICI customers are Thanksgiving Day and Christmas Day.

When the scheduled collection day falls on a holiday, collection on that day, and subsequent days that week, will be collected one day later, with Friday being collected on Saturday. The Contractor will make arrangements with the County for the delivery of recyclable materials to the County MRF should a holiday fall on a Friday, requiring a Saturday collection. The Contractor will also make arrangements with the County for the delivery of recyclable materials to the County MRF on days when the MRF is closed due to holidays observed by the County, but not observed by the City. A list of these holidays (if any) will be provided to the Contractor prior to initiation of service by the Contractor.

### 3.16 Collection Equipment Requirements

The Contractor and the vehicles used in collecting and transporting recyclable materials must comply with all state and local laws and vehicle safety regulations. Collection vehicles may be subject to approval and periodic inspection as required by the Minnesota Department of Transportation.

Each collection vehicle shall be equipped with the following:

- a) Two-way radio or a cellular telephone;
- b) An approved ABC Dry Chemical Fire Extinguisher;
- c) Warning flashers; and
- d) Warning alarms to indicate movement in reverse.

All of the required equipment must be in proper working order.

All vehicles must be maintained in proper working order and be as clean and free from odors as possible.

All vehicles must be clearly identified on both sides with Contractor's name and telephone number.

### 3.17 Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the Agreement. The Contractor shall provide a Route Supervisor to oversee the recycling route drivers servicing the designated customers.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language;
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards;
- c) Be clean and presentable in appearance, as feasible;
- d) Wear a uniform and employee identification badge or name tag;
- e) Drive in a safe and considerate manner;
- f) Manage recycling bins in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing, not throwing, the bin back to its original curbside location upside-down, so as to avoid damage to the bin and to prevent the bin from blowing away;
- g) Monitor for any spillage and be responsible for cleaning up any litter or breakage;
- h) Avoid damage to property; and
- i) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

### 3.18 Publicity, Promotion, and Education

The Contractor, the County, and the designated municipalities being provided collection service shall work together in the preparation and distribution of educational materials to ensure accurate information and program directions. The County shall design and print program brochures for distribution to all certified RDU, MUD, public schools, local governmental facilities, and ICI customers during the term of this Agreement. The distribution of the brochure will be coordinated with each municipality's distribution of other solid waste and/or organics collection educational material or, in the alternative, through the Contractor.

### 3.19 Recycling Bins and Computerized Bar Code Reading System

The County will be responsible to provide and maintain recycling bins for each RDU in the designated municipalities, at no charge to the municipality or customers. The replacement of lost, missing, or damaged recycling bins shall be the responsibility of the Contractor in cooperation with the County.

Each recycling bin currently in use in the City of Hutchinson has a bar code sticker affixed to it which is readable by equipment carried by the equipment operator. The Contractor shall be responsible for replacing worn bar code stickers on recycling bins and placing stickers on new bins for new customers in Hutchinson. The Contractor shall be responsible for the installation and maintenance of the bar code reading equipment, and provide the County and the City of Hutchinson with daily collection data that will be downloadable to both the County and the City's computer systems by the end of the next business day. The format will be a comma delimited ACSII file and the layout must match existing City and County software.

The Contractor shall be responsible for procuring scanning devices and is responsible for their replacement and operational and maintenance costs. The system must be compatible with the City and County's existing software and be approved by the City and County prior to implementation.

### 3.20 Participation Data and Scanning Devices

Throughout the life of this Agreement, the County will require the Contractor to utilize scanning devices(s) to monitor weekly recycling participation by the City of Hutchinson's customers and forward collected recycling data to the County Solid Waste Coordinator, as well as the City of Hutchinson's Finance Department by the end of the next business day. The purpose of providing the collected data is to facilitate the City's efforts to encourage recycling by providing credits to the customers who participate in the recycling program. Failure of the Contractor to retrieve and forward collected data to the County Solid Waste Coordinator and the City Finance Department within the time period specified (or within any extended time period authorized in writing by the County) shall result in assessment of a penalty against the Contractor.

For municipalities other than Hutchinson, the County will require the Contractor to cooperate with County staff to conduct route audits on a semi-annual basis to measure recycling program participation.

## 4. Payment and Adjustments to Rates

### 4.1 Collection Services

The County will utilize a quarterly customer count to determine the per household payment to the Contractor as specified in Attachment A. The County's Auditor's Office will pay the Contractor on a monthly basis for collection service within thirty (30) days of receipt of invoice.

#### 4.2 ICI Revenue Share

The value of the OCC will be calculated on a monthly basis per the terms specified in Attachment A. However, the County Solid Waste Department will pay the Contractor quarterly within fifteen (15) days of the next quarter for the ICI revenue share.

### 5. General Terms and Conditions

#### 5.1 Audit Disclosure

The Contractor shall allow the County or its duly authorized agents reasonable access to such of the Contractor's books and records as are pertinent to all services provided under this Agreement. Any reports, information, data, etc. given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the County's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor shall become the property of the County upon termination of the County's contract with the Contractor.

#### 5.2 Annual Review

The County shall advertise and the Contractor shall attend at least one annual County solid waste advisory committee meeting, and any additional meetings the County deems necessary, to review public comments, complaints, suggestions, etc. regarding recycling services. In addition, the Contractor will meet with the County Solid Waste Management Department Director once per calendar year to review the services as outlined in this Agreement. The meetings shall be at a date and time established by the County.

#### 5.3 Licensing

The Contractor must be licensed and is subject to all regulations of the County and ordinances of the designated municipalities on an annual basis and comply with all provisions of said ordinances.

#### 5.4 Assignability of Contract

The Agreement may not be assigned or otherwise transferred to any other firm or individual, without prior written approval of the County. If such a request is made, the County reserves the right and full discretion to accept the assignment/transfer, or terminate the Agreement at a timetable chosen by the County to facilitate an orderly change to another potential hauler(s).

#### 5.5 Performance Bond

In addition to the licensing requirements, the County shall require a performance bond in the amount of one hundred thousand dollars (\$100,000.00), subject to review by the County Attorney and acceptance by the County Board of Commissioners. In the event the Contractor fails to perform, the County shall use proceeds of the bond to provide substitute service.

## 5.6 Cover of Services

In the event the Contractor fails to perform as required by this Agreement, the County retains the right to hire another vendor to perform the duties of the defaulting contract; and the defaulting Contractor agrees that it will reimburse the County for expenses, charges, and fees incurred in arranging for substitute performance, including reasonable attorney fees and costs.

## 5.7 Hold Harmless

The Contractor is required to hold the County and the Cities harmless from any liability for personal or property damage, including any and all legal costs.

## 5.8 Insurance

The Contractor must carry comprehensive general liability insurance covering bodily injury and property damage (combined limit) in the amount of \$200,000 per person and \$600,000 per occurrence and personal injury in the amount of \$200,000 per person and \$600,000 per occurrence.

Additionally, the Contractor shall carry comprehensive automobile liability insurance including owned, non-owned, and hired automobiles in the amount of \$200,000 per person and \$600,000 per occurrence.

## 5.9 Workers Compensation

The Contractor shall provide evidence of Workers Compensation insurance covering all employees of the Contractor engaged in the performance of this Agreement, in accordance with the Minnesota Workers Compensation Law.

## 5.10 Reports

The Contractor shall keep a log of all customer service calls received requiring specific action, including those received via e-mail from the County staff, specifying the subject matter, the date and time received, the Contractor's response, and the date and time of the response. This information shall be provided to the County Solid Waste Coordinator as requested. The information provided by the Contractor will include an explanation of the various codes used by the Contractor in the Contractor's customer service log.

## 5.11 Performance Penalties

The County has the discretion to administer penalty points for the Contractor's failure to perform under this Agreement as it relates to the following:



**Service Agreement for the Collection and Hauling of Recyclable Materials in McLeod County Municipalities**

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<b>McLeod County Recycling Collection Service Performance Point System</b>	
<b>Performance Failure</b>	<b>Points Assigned for Failure to Perform</b>
Missed collection. A missed collection is defined as a report by a resident that their material was set out by 7:00 a.m. and the address did not appear on the Contractor's route sheet as a "Late Set Out".	1 point for each missed collection above two misses per collection day, to be assessed at the end of each collection week.
Missing 3 or more households within one city block. Residents from at least three households on one city block report that they had their material out before 7:00 a.m., the material was not picked up, and the addresses did not appear on the Contractor's route sheet as "Late Set Outs".	3 points for each incident.
Failure to complete the collection route without a reasonable written explanation provided to County staff.	4 points for each incident.
Failure to clean up material spilled by contractor within six (6) hours of verbal or written notification.	1 point for each incident.
Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics.	2 point for each incident.
Failure or neglect to provide notice to resident explaining reason that recyclable materials were not collected.	1 point for each incident.
Failure to deliver all residential recyclable materials collected to the County MRF.	5 points each incident.
Failure to deliver all recyclable materials collected from designated ICI accounts in the City to the County MRF.	5 points each incident.
Disposing of recyclable materials in a landfill or other disposal facility without prior approval from the County.	20 points each incident.
Failure to deliver to the County MRF all recyclable materials collected on the same day in which they were collected without notification to County staff.	2 points each incident.
Depositing of unacceptable or non-compatible material into non-designated bunkers, non-designated baskets, or on the tipping floor.	3 points each incident.
Depositing of contaminated glass into designed bunkers at the County MRF.	3 points each incident.
Failure to retrieve and forward recycling data collected via the recycling containers' scanning process.	3 points each incident.

## Service Agreement for the Collection and Hauling of Recyclable Materials in McLeod County Municipalities

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Upon reaching a threshold of 15 points within a designated time frame, the County and the Contractor will meet in an attempt to resolve any issues. The thresholds are listed below.

- 20 points within a 60 day timeframe - \$1,000 fine.
- 30 points within a 90 day timeframe - breach of contract.

If 30 points accumulate within a 90 day timeframe, the County will notify the Contractor, in writing, of the breach of contract. The Contractor would be provided the opportunity to remedy the issues within two weeks of the notice before the Agreement is officially terminated for cause.

The Contractor shall be liable for penalty amount(s) upon determination of the County that performance has not occurred consistent with the provisions of this Agreement. The County may deduct the full amount of any penalties from any payment due to the Contractor. The remedy available to the County under this paragraph shall be in addition to all other remedies which the County may have under law or at equity.

For the purposes of this Agreement, the Contractor shall not be deemed to be liable for penalties where its inability to perform recycling collection service is the result of conditions beyond the control of the Contractor, including but not limited to civil disorder, acts of God, inclement weather severe enough that trucks cannot safely take collections.

### 5.12 Date of Implementation

The County, with cooperation from the Contractor, will initiate program transition per the schedule outlined below. This applies to RDU and MUD customers for each municipality.

Action	Implement Education:	Collection of Recyclable Materials by Contractor:
Lester Prairie & Winsted	8/1/05	10/1/05
Hutchinson & Silver Lake	9/1/05	11/1/05
Plato & Glencoe	10/1/05	12/1/05
Brownston & Stewart	12/1/05	2/1/06
Biscay	Unknown	Unknown

Beginning January 1, 2006, the County will no longer compensate the municipalities for recycling but will instead pay the Contractor per the terms of this Agreement.

The Contractor will commence by September 1, 2005 the collection and transportation of the recyclable materials from the public schools, local governmental facilities, and ICI customers to the County MRF. The Contractor will work with the County staff prior to September 1 to ensure each customer has an adequate number and size of collection containers.

Attachment A

## COMPENSATION AND ADJUSTMENTS TO RATES

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**Attachment A**  
**Compensation and Adjustments to Rates**  
**McLeod County, Minnesota**

### Household Rates

- \$2.25 month/RDU with weekly collection services
- \$2.00 month/MUD with weekly collection services
- \$1.75 month/RDU and month/MUD with every other week or twice a month collection service

The above rates are fixed for Years 1 through 3 with no CPI increases. For Years 4 and 5 of the Agreement, the rates will be adjusted by the CPI or 3% per year, whichever is less. The rates for Years 6 and 7 will be negotiated at the time of contract renewal.

### Rates for Servicing County Facilities and Public Schools

The County shall compensate the Contractor for servicing carts and dumpsters at County facilities and public schools based on the number of containers, container sizes, and collection frequency, per the table below. The rates will be fixed for Years 1 through 3 with no CPI increases. For Years 4 and 5 of the Agreement, the rates will be adjusted by the CPI or 3% per year, whichever is less. The rates for Years 6 and 7 will be negotiated at the time of contract renewal.

2005 Recycling Collection Rates, Per Container, Per Month		
Container Size	Frequency	Monthly Rate
64 or 96 gallon cart	1x/week – 1 <sup>st</sup> cart	\$6.00
	Each additional cart	\$4.00
	Every Other Week	\$4.00
2-yard OCC	2x/week	\$76.00
	1x/week	\$40.00
	Every Other Week	\$30.00
3-yard OCC	2x/week	\$84.00
	1x/week	\$44.00
	Every Other Week	\$34.00
4-yard OCC	2x/week	\$92.00
	1x/week	\$48.00
	Every Other Week	\$38.00
6-yard OCC	2x/week	\$100.00
	1x/week	\$52.00
	Every Other Week	\$42.00

## **ICI Revenue Share**

Industrial/Commercial/Institutional revenue share will be provided to the Contractor for OCC only and the revenue share will be a 50/50 split of the fiber grade #11 (Chicago Region, High Side) from the Official Board Markets monthly published pricing (first issue) of the month in which the materials are delivered to the County MRF above a \$45 per ton actual market price to cover County processing costs. The County will not compensate the contractor for collection of recyclable materials from ICI customers. The Contractor will bill these customers directly for this service.

## **Additional Fees**

The County will not pay any additional fees (i.e., fuel charges, environmental fees, etc.) above the base rates agreed upon between the County and the Contractor or on any invoices billed to the County by the Contractor.

Attachment B

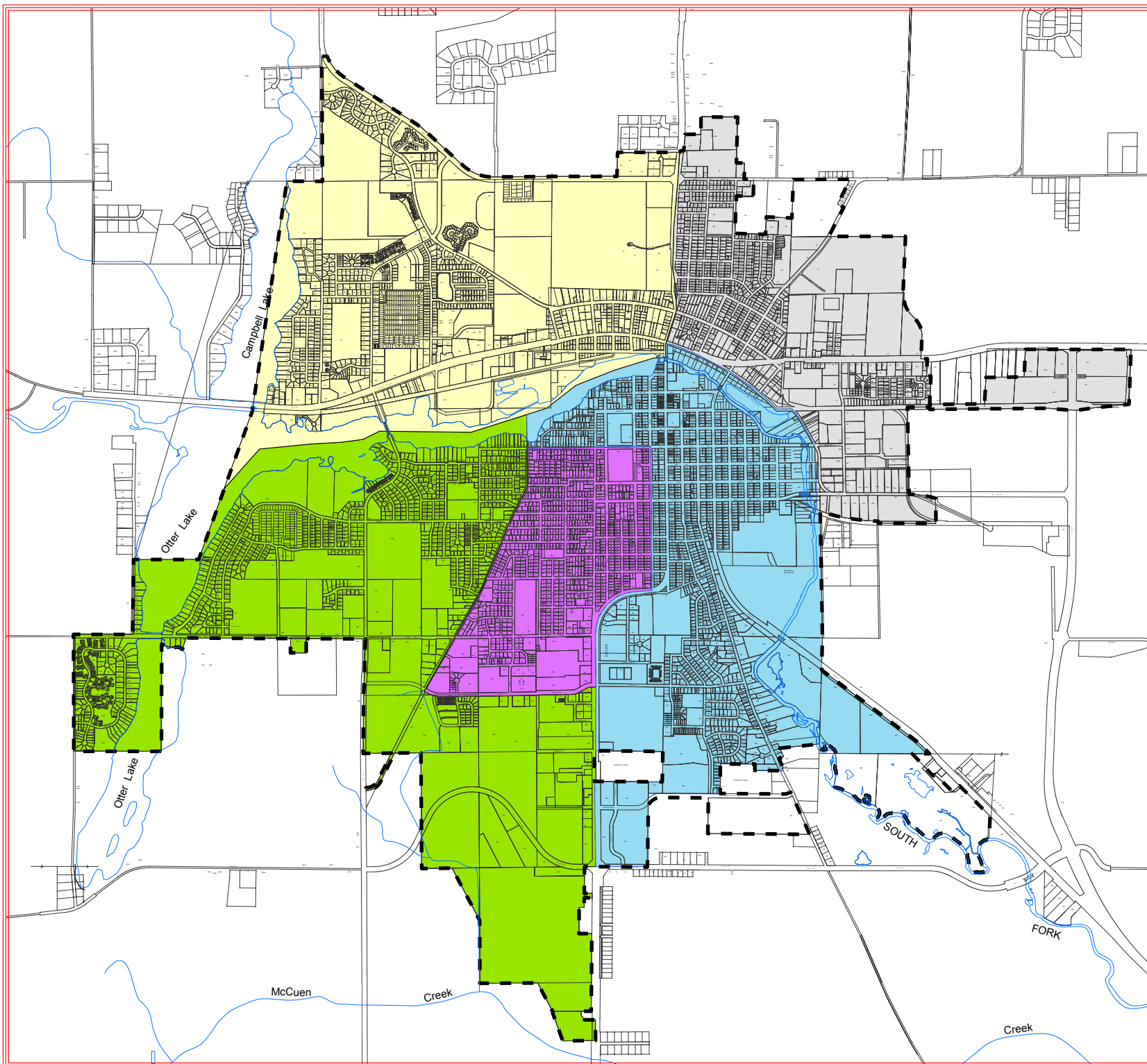
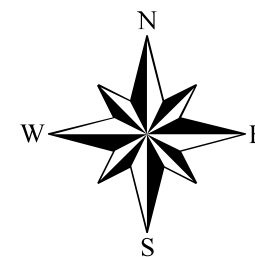
CITY OF HUTCHINSON REFUSE COLLECTION  
ROUTE MAP

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# Garbage Districts

## DAYS

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday



## Attachment C

# LIST OF PUBLIC SCHOOLS TO BE PROVIDED RECYCLING COLLECTION SERVICE

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**Attachment C**  
**List of Public Schools to be Provided Recycling Collection Service**  
**McLeod County, Minnesota**

School District	School	Address
Hutchinson District #423	High School	1200 Roberts Road SW
	Middle School	1365 South Grade Road SW
	West Elementary	875 School Road SW
	Park Elementary	100 Glen Street SW
Lester Prairie District #424	Lester Prairie Campus	141 Hickory Street North
Glencoe/Silver Lake District #2859	Helen Baker Elementary	405 16 <sup>th</sup> St. East, Glencoe
	Henry Hill	1103 11 <sup>th</sup> Street East, Glencoe
	Lincoln Jr. High	1621 East 16 <sup>th</sup> Street, Glencoe
	Lakeside Elementary	229 Lake Avenue, Silver Lake
	High School	1825 East 16 <sup>th</sup> Street, Glencoe
Brownton District #2887	McLeod West Campus	335 3 <sup>rd</sup> Street South



Appendix D  
REQUIRED COLLECTION ORDINANCE  
TOWN OF BLOOMSBURG, PENNSYLVANIA

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An SAIC Company



**§20-105. Required Collection and Hours of Collection.**

1. All owners of property within the Town of Bloomsburg shall provide for the regular preparation, collection and removal of all municipal waste generated at such properties in one of the approved manners set forth herein.
2. If a person or establishment (being so authorized by the terms hereof) collects and removes their own municipal waste, they shall do so at intervals short enough to prevent accumulations of refuse or garbage that may be unsafe, unsightly or potentially harmful to the public health. Any municipal waste so removed shall be disposed of only in the manner required by §20-122, below.
3. Every owner or occupant of residential property and every other person who, or establishment which, does not collect and remove their own municipal waste, as aforesaid, shall contract with a Private Hauler for the regular, scheduled collection and removal of the municipal waste at least once each week. Municipal waste shall be prepared for collection and be collected and removed from such persons or establishments properties at least once each week, except where conditions beyond the control of the Private Hauler prevent it
4. No person other than a Private Hauler shall collect or remove municipal waste from any other person's property. All agreements for collection, transportation and disposition of municipal waste shall be by private contract between the owner or occupant of the property where the waste is generated and the Private Hauler who is to collect such waste.
5. Private Haulers shall collect municipal waste and recyclables from properties within the Town limits only between the hours of 5 a.m. and 5 p.m. on any given day.
6. Nothing herein shall limit the right of the Town to implement public collection of municipal waste or residential recyclables either by entering into contracts or by engaging in any collection practice permitted by law.
7. Nothing in this Section shall modify the requirements in this Chapter pertaining to separation and disposal of recyclables. Nothing in this Section shall impair the ability of the Town to provide a system of placement for removal and public collection of leaf waste, or for Town residents to utilize such system of public collection of leaf waste, anything herein contained to the contrary notwithstanding.

(Ord. 722, 3/5/1990, §5)

**§20-106. Transportation of Municipal Waste and Recyclables.**



Appendix E  
SOLID WASTE COLLECTION ORDINANCE  
SIOUX FALLS, SOUTH DAKOTA

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An SAIC Company





### **Sec. 18-59. Solid waste collection rates.**

All licensed garbage haulers shall file, as a part of their application for a license, a general statement of their use rate structures and billing systems consistent with the city's comprehensive plan of solid waste reduction and recycling program which shall include the following elements:

- (1) A rate to reward people who reduce their level of solid waste collection service based either upon volume or weight.
- (2) A rate to provide customers with adequate options and incentives to reduce their weekly level of solid waste collection service and the amount of solid waste collected as a result of their participation in waste reduction and recycling programs.
- (3) A rate that includes the combined cost of solid waste, using the above elements, and recycling collection services.

(Ord. No. 43-93, § 6, 5-17-93; Ord. No. 149-95, § 1, 11-20-95; Ord. No. 63-06, 5-15-06)

### **Sec. 18-60. Garbage haulers licensed recyclable collectors.**

A license under section 18-44 permits and requires the holder to collect recyclables, as well as the items listed in that section.

(Ord. No. 43-93, § 7, 5-17-93; Ord. No. 149-95, § 1, 11-20-95; Ord. No. 63-06, 5-15-06)

### **Sec. 18-61. Licensed recyclable collectors.**

It shall be unlawful to purchase recyclables in the city or use the streets for the collection of recyclables without first having obtained a recyclable collectors' license from the city. Only persons with a license under section 18-44 may collect residential recyclables.

(Ord. No. 149-95, § 1, 11-20-95; Ord. No. 63-06, 5-15-06)

### **Sec. 18-62. Reserved.**

### **Sec. 18-63. Filing of reports.**

Every licensed recyclable collector shall file with the Recycling Coordinator a monthly report of their recycling tonnages on forms provided by the city showing the total weight by type of recyclables collected and those delivered to a recycling collection and/or processing facility not licensed by the city. Records relating to recycling activities shall be kept confidential, upon request, to the extent necessary to protect proprietary information.

(Ord. No. 149-95, § 1, 11-20-95; Ord. No. 15-03, § 11, 2-10-03; Ord. No. 63-06, 5-15-06)

### **Sec. 18-64. Recycling collection and/or processor; license required.**

It shall be unlawful to purchase recycled materials or operate a recycling collection facility or a recycling processing facility without first obtaining a recycling collection and/or processing facility license from the city.

(Ord. No. 149-95, § 1, 11-20-95; Ord. No. 63-06, 5-15-06)

**Sec. 18-65. Reserved.**

**Sec. 18-66. Filing of reports.**

Every licensed recycling collection and/or processing facility shall file a monthly report before the 15th of the following month with the city on forms provided by the city, showing the total weight by type of recyclables purchased and/or processed during the reporting period. Records relating to recycling activities shall be kept confidential upon request, to the extent necessary, to protect proprietary information.

(Ord. No. 149-95, § 1, 11-20-95; Ord. No. 15-03, § 13, 2-10-03; Ord. No. 63-06, 5-15-06)

**Sec. 18-67. Confidentiality of information.**

The information disclosed under sections 18-59 and 18-63 may be disclosed only to the following:

- (1) The licensee who is required to submit the information to the department, or his designee appointed in writing;
- (2) Officers, employees, or legal representatives of the department for the purposes of, and only to the extent necessary in, the administration of this section;
- (3) Any agency, body, commission, or legal representative of the United States or the State of South Dakota charged with the administration of solid waste management, and only to the extent necessary in, the administration of such laws and regulations; and
- (4) To the extent required by a proper judicial or administrative order.

(Ord. No. 28-96, § 1, 3-4-96; Ord. No. 63-06, 5-15-06)

**Sec. 18-68. Customer information.**

All licensed garbage collectors/haulers shall at least annually provide customers with written information regarding volume of base-rate structure and garbage, recycling, and yard waste service.

(Ord. No. 63-06, 5-15-06)

**Sec. 18-69. Reserved.**

Appendix F  
GARBAGE HAULER BUSINESS LICENSE  
AND PERMIT APPLICATION  
SIOUX FALLS, SOUTH DAKOTA

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An SAIC Company



\_\_\_\_\_ New Application  
\_\_\_\_\_ Renewal Application

Return to: Public Works/Sanitary Landfill  
P.O. Box 7402  
Sioux Falls, SD 57117-7402

## City of Sioux Falls Garbage Hauler Business License and Permit Application For the Year 20\_\_\_\_\_

Application is hereby made under the provisions of Article IV of Chapter 18, of the City of Sioux Falls Ordinance. The City of Sioux Falls is under no obligation to refund application fees if denied. All licenses expire on December 31 of the year they become effective.

Subject to the issuance thereof, I submit the following information:

1. Business Name: \_\_\_\_\_ City License No. \_\_\_\_\_

2. Street Address: \_\_\_\_\_ Tax I.D. No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Name of applicant(s): \_\_\_\_\_

Street Mailing Address: \_\_\_\_\_  
(if different than above)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. Individual ownership ☐ Partnership ☐ Corporation ☐

Name(s) of Partner(s) or officers: \_\_\_\_\_

Address of partner(s) or officers: \_\_\_\_\_

I have received a copy of the ordinance requirements and am familiar with its contents. It is understood that the license is issued only to the individual, partnership, or corporation, and for the address named above. Sale of a licensed garbage hauling business to an existing licensed garbage hauling business will cause the seller's license to expire upon consummation of the sale. Expired licenses shall be turned in to Public Works.

By \_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Title)

## License/Permit Fees

1. New or Transferred Business License fee = \$100  
Renewal Business License fee = \$50  
Licenses renewed within 30 days of expiration = \$100

**Sec. 18-53. Minimum design and capacity requirements for vehicles and containers.**

*"All licensed commercial garbage haulers are required to have watertight vehicles or containers which shall be permanently covered with no openings on top that would allow the contents to escape. All metal boxes are required and shall be equipped with metal doors which shall be in a closed position when the truck is in motion. Containers must be attached to the frame when in transport. Vehicles and containers must be manufactured or designed for garbage hauling. Pickup trucks containing dumpsters, open-framed boxes and wood-framed trucks are prohibited. Such vehicles or containers shall be thoroughly washed at such times as may be directed by the city or as may be necessary to keep the vehicles or containers in proper sanitary condition. Such vehicles or containers transporting garbage and rubbish or animal waste shall be so loaded that all the material shall be carried within the metal containers."*

**Sec. 18-57. Minimum vehicle requirements.**

*"Persons seeking a garbage hauler's business license shall provide proof of ownership of a minimum of one packer truck in good working condition. This requirement shall not apply to businesses using roll-off containers exclusively."*

- Trucks**

Permit No. (Sticker No.)	License No.	Truck Size
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
_____	_____	_____ cu. yds.
<b>Total trucks</b>		_____

**Containers**

Container Size	How Many
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
_____ cu. yds.	_____
<b>Total containers</b>	_____

3. Recycling trucks

License Number	Description	Cubic Yards
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Please Remit:

Make check payable to: City of Sioux Falls	Business License Fee	_____
	\$25 per unit x _____ units	_____
	Total Amount Due	_____

2.

## Trucks

## Containers

Permit No.  
(Sticker No.)

License No.

### Truck Size

## Container Size

## How Many

[illegible][illegible]

Total trucks \_\_\_\_\_

Total containers \_\_\_\_\_

3. Recycling trucks  
License Number

### Description

Cubic Yards

[illegible][illegible]

## Activities Permitted under this License

1. The collection and hauling of garbage and rubbish as described in Ordinance Section 18-44 on the streets and alleys of Sioux Falls, as follows:

**Sec. 18-44.** *"No commercial garbage hauler shall use the streets for the collection, removal or disposal of any garbage, animal waste, rubbish or recyclable materials without first having obtained a garbage hauler's business license from the City."*

2. The collection and hauling of recyclable materials as described in Ordinance Section 18-21 on the streets and alleys of Sioux Falls, as follows:

**Sec. 18-21.** *"Residential recyclables shall be collected at least once a month by a licensed garbage hauler. Recyclables shall be separated from household garbage and rubbish and deposited in a proper recycling container and placed at a location clearly visible, other than curbside as directed by the licensed hauler contracted to remove the same. All recyclables and containers therefore shall be kept in an inconspicuous place except when placed for collection. Residential recyclables collected shall not be deposited at the sanitary landfill. The separation of glass, paper products, and other recyclable materials shall be on a voluntary basis."*

3. The collection and hauling of yard waste as described in Ordinance Section 18-20 on the streets and alleys of Sioux Falls, as follows:

**Sec. 18-20.** *"Yard waste shall be collected by licensed garbage haulers. Yard waste shall be deposited in a proper container, a Kraft-type paper bag designated for yard waste, or a 32-gallon rigid watertight container with a tightly fitted cover, and placed at the location clearly visible other than curbside, designated for collection by the licensed hauler contracted to remove the same. All yard waste and containers therefore shall be kept in an inconspicuous place except when placed for collection. Yard waste shall be collected or removed at a minimum of once a week."*

## Certification of Insurance

1. ☐ Proof of liability insurance has been provided as required by Ordinance Section 18-58, as follows:

**Sec. 18-58. Proof of insurance required for license.** *"No license shall be issued to any garbage hauler until proof of insurance is furnished to the City, showing such insurance to be in full force and effect during the entire term of the business license. The licensee shall furnish proof of liability insurance for public liability and property damage and for bodily injury/death growing out of any one accident or any other cause in the minimum sum of \$250,000.00 for one person, with an annual aggregate limit of \$500,000.00 for two or more persons; and in addition shall provide damage liability insurance in the minimum of \$100,000.00 for property damage growing out of any one accident or other cause, or as an alternative, provide combined limit for bodily injury/death or property damage in the sum of \$500,000.00. Such public liability and property damage insurance shall protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person resulting directly or indirectly from any act or activity of the licensee or any person acting for the licensee or under the licensee or under the licensee's control or direction and also to protect against loss from liability imposed by law for damages to property of any person caused directly or indirectly by acts or activities of the licensee or any person acting for the licensee or under the licensee's control or direction."*

2. ☐ Bond (if required)
3. ☐ Deposit (if required)



# Statement of Operation

**All questions must be completed and answered.**

1. Parking location(s): \_\_\_\_\_  
\_\_\_\_\_
2. Materials collected: ☐ garbage ☐ recyclables ☐ yard waste  
Special Wastes: ☐ contaminated soils ☐ asbestos
3. Service Area: State communities or areas outside of Sioux Falls city limits. State approximate percentage of customers for each community, county, or area.  
\_\_\_\_\_  
\_\_\_\_\_
4. Describe your program to collect apartment recyclables: How can we help promote recycling at apartment complexes? (Ordinance 18-23) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Describe your program to collect residential recyclables and collection frequency. (Ordinance Section 18-21): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Describe your commercial recycling program and collection frequency. (Ordinance 18-22): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Describe your rate structure, listing your base rate, based upon either volume or weight. List all levels of service offered and provide specific information on costs for the disposal of additional wastes and recycling [i.e., base rate plus \$1 for each additional can (bag) or base rate plus 10 percent of base rate for each additional can (bag)]. Ordinance Section 18-59. Please provide literature provided to customers.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. How does this rate structure encourage recycling? Waste reduction? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## FOR CITY USE ONLY

Receipt No. \_\_\_\_\_ Date Issued \_\_\_\_\_ Amount Received \_\_\_\_\_

Received and Recommended for Approval by:

Zoning \_\_\_\_\_ Date \_\_\_\_\_

Approved for Permit(s) \_\_\_\_\_ Date \_\_\_\_\_

(Landfill Manager)

By \_\_\_\_\_  
(Public Works Director)