

KENNETT TOWNSHIP  
FINAL REPORT  
ACT 101 RECYCLING PROGRAM

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## **1.0 Background**

The Township has an established drop-off recycling program that services the residents both in and out of private communities. The Township recycling drop-off site is located at its maintenance building. The waste collectors servicing the Township also provide curbside collection of commingled recyclables. Current program provides for curbside collection through private subscription (residents contract with licensed private haulers).

Particulars regarding the drop-off recycling program are provided to residents in brochures and the Township newsletter. A Listing of collectors providing recycling collection services is also provided by the Township to its residents. Chester County also provides a how to brochure listing municipal programs that includes the location and particulars of the Townships recycling program.

## **2.0 Overview**

The 2000 decennial census recorded a population of 6,451 persons residing in Kennett Township with a population density of 413.5 persons per square mile. Given that its population is greater than 5,000 and its population density is greater than 300 persons per square mile, Kennett Township is required to establish a curbside recycling program in compliance with the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of 1998 (Act 101).

As a (“Mandated Municipality”) under Act 101, the Township must implement a recycling program or upgrade its existing recycling program to meet requirements of Section 1501 of the Act.

Requirements for the establishment of a curbside recycling program and development of a governing ordinance are provided under Sections 272.401 – 272.427 of Title 25 of the Pennsylvania Code.

As a newly Mandated Municipality, the Township has requested assistance in development of a curbside recycling program.

### **3.0 Program Requirements**

The requirements for establishment of a curbside program are contained in Title 25, Pennsylvania Code Subchapter E Municipal Recycling Programs.

#### **§ 272.421 Program Elements**

- Adoption of an ordinance or regulations governing the program.
- Curbside collection of designated recyclables at least once a month for each residence, leaf waste scheduled as appropriate.
- A system for curbside collection of recyclables and leaf waste.
- A program to inform and educate the public providing instruction and purpose of the recycling program.
- Provisions for the recycling of collected materials.

#### **4.0 Collection Options**

The initial exercise in program development is determining how curbside collection will be carried out. Options for collection practices (MSW, recyclables and leaves) used by municipalities are as individual and unique as each municipality. What works and is best suited for one municipality isn't necessarily well suited to others. The standard options are as follows:

1. Municipal Collection
2. Municipal Contracted Collection
3. Private Contracts (resident/collector)

#### **4.1 Municipal Collection**

This system of residential curbside collection is provided entirely by the municipality or cooperating municipalities i.e.: equipment, maintenance of equipment, administration, education, marketing of materials and manpower. Traditionally, this type of collection services has been provided by large municipalities and smaller densely populated ones.

Municipal governments, at all levels, have recently (over the past few decades) faced ever increasing responsibility and resulting rising cost to address infrastructure needs, planning and zoning issues and public demands for additional services.

Given these increased responsibilities and the financial strain they place on a municipality, cost associated with municipal services are scrutinize closely to avoid adding financial burden to already stressed tax bases. As previously stated, some of the States larger municipalities and smaller densely populated municipalities have traditionally provided collection services for MSW and recyclables. These programs are well established and have for the most part operated for numerous years. In recent years, a number of these municipalities have opted to privatize or procure contacted services for their collection programs for MSW and/or recyclables. Municipalities have also been entering into contracts for leaf waste collection services. The primary reason for this shift to private sector operation or contracted services is cost savings achieved primarily through economy of scale, enjoyed by large collection companies.

This potential solution is not without problems many larger municipalities which have considered privatization or contracting for collection services have faced political challenges presented by unions representing the municipal employees and supporting residents or prohibitions existing agreements/contract terms.

Given the high cost for collection equipment, maintenance, personnel and administration, municipal collection is not considered a viable option, particularly in light of the current lack of Act 101 grant funding and the uncertainty of future funding.

## 4.2 Municipal Contracting For Collection Services

In Pennsylvania in order for a municipality to enter into a contract for collection services for MSW, recyclables and/or leaf waste a competitive procurement process must be followed.

This process entails preparation of a procurement document commonly known as a Request for Proposal (RFP) or Request for Bid (RFB). The document provides a detailed description of the services being requested, background information, requirements for responses, bid requirements and general contract terms. Upon review of the responses, the municipality will negotiate a contract with the lowest qualified bidder.

Contracting for collection services is favored by many municipalities who do not wish to be burdened with (or relieved from the burden of) providing collection services and the associated cost for collection i.e.: (equipment, maintenance, personnel and administration). A number of recent comparative analyses have generally shown that lower cost can be achieved under a contract system vs municipal collection or individual contract/private subscription. Contract terms can help ensure a consistent level of services and the municipality has a single responsible entity to deal with.

Many municipalities that have considered contracting for MSW and/or recyclables collection services, have experienced opposition and opted not to contract. Local residents often do not favor collection service provided under municipal contracts. Residents often prefer their local haulers who are apt to meet special needs or wants of the household e.g.: place of collection,

types of materials collected or provision of special collection services. In many cases, municipalities (statewide) succumb to political pressure applied by residents in support of small haulers and open competition. Specifically, residents often oppose municipal contracting for collection service on the basis that the small haulers will be put out of business and a monopoly will be established with a major company thus eliminating future competition. Concerns regarding the quality and level of service under a municipal contract are also often voiced. Also as previously mentioned, municipalities currently operating a program (particularly large ones) face political opposition from employees and sympathetic citizens and unions.

Private communities within municipalities, also, may not wish to be included under a contract and often opt for an alternative system.

#### **4.3 Private Contracts or Private Subscription**

Kennett Township is currently serviced by this system. This is a system where households contract directly with the hauler of their choice for MSW and/or recyclable collection services. This system of individual contracting or private subscription is used throughout Pennsylvania by all sizes and types of communities (including private communities).

Although it has been reported (in several analysis) to be more costly than municipal collection or contracted collection services, it is preferred in many areas. Services provided under individual contracts are performed predominately by local haulers and/or a mix of larger firms and local

haulers. Often (as previously noted) residents prefer this system based on special services provided by their selected hauler.

The system of individual contracts or private subscription is somewhat inefficient in that it requires duplication of efforts e.g.: often several trucks will travel essentially the same collection routes each collecting only a portion of the households along the way.

Enforcement is, at times, a challenge with this system and may require some enforcement actions to assure compliance with municipal ordinances governing collection and disposition of MSW recyclables and leaf waste.

The system is preferred by municipalities in that it's easily implemented and it removes the burden of operation and cost associated with municipal operations i.e.: equipment, operation, maintenance and administration from the municipality. This system maintains the competitive private enterprise system, which many residents prefer as noted above.

## **5.0 Program Development**

After consideration, the Township wished to explore the potential for development of a cooperative/multi-municipal collection program. Combining efforts with a municipality (ies) that currently operated or was interested in developing a curbside collection program would be of mutual benefit to all parties. A cooperative program would avoid duplication of efforts and could provide substantial savings in program development and operation. Specifically, savings

on equipment purchase, maintenance of equipment, program administration and education would be reasonably anticipated.

The concept of a cooperative program was presented to the Kennett Area Regional Planning Commission. Discussions were held at two (2) meetings of the Area Regional Planning Commission, however, for a variety of reasons sufficient interest did not exist to further pursue this option.

The option of the Township developing and operating a curbside collection program was not considered practical at this point in time. This is due to the limited available staff; the extensive cost for purchase of equipment; the existing lack of any available Act 101 Section 902 funding; and uncertainty of future availability of Act 101 funding.

The Township at this time does not wish to pursue a private contract for the collection of waste and/or recyclables. Note: A model Request for Proposal for collection services for MSM and/or recyclables is included in Attachment A for the Township's future consideration.

Considering the fact that services for curbside collection of recyclables is currently being provided by the private collectors and the other options available, the Township determined it would continue the use of private enterprise in a competitive market to provide the required curbside collection of recyclables.

Alternative Resources Inc. (ARI) was requested to assist the Township in developing an ordinance, regulations and associated documents for the development of a curbside collection program.

## **6.0 Ordinance/Regulations**

ARI worked with the Township and its solicitor to develop a Draft Ordinance. A Draft Ordinance has been prepared and is included in Attachment B. PADEP staff members at regional and central office provided welcome input during the process.

## **6.1 Supporting Documents**

Documents to assist in program implementation are included in Attachment C. These documents include a model public notice of program, collector's registration packet, and letters and forms for use in commercial/institutional recycling.

## **7.0 Public Education**

Requirements for Public Education as per Title 25 PA Code § 272.421.

- (a) A municipality subject to this subchapter shall establish a comprehensive and sustained public information and education program concerning recycling program features and requirements. As part of this program, a

municipality shall, at least 30 days prior to the initiation of the recycling program and at least once every 6 months thereafter, notify persons occupying residential, commercial, institutional and municipal premises within its boundaries of the requirements of the ordinance. This notice shall include an explanation of how the system will operate, the dates of collection, and responsibilities of persons within the municipality and incentives and penalties.

(b) The governing body of a municipality may place an advertisement in a newspaper circulating in the municipality, post a notice in a public place where public notices are customarily posted, including a notice with other official notifications periodically mailed to residential taxpayers, or utilize a combination of the foregoing.

## **7.1 Recommendations For Public Education**

To satisfy the requirements for public education, it is recommended by ARI that the Township;

- Place a notice in a newspaper of general circulation providing the Ordinance Requirements and program particulars and its starting date. (The notice must be placed 30 days prior to initiation).
- Provide public service announcements to the local media. This is a good way to get the message out and gain support and participation.

- Develop a brochure with a how to and how important message. A simple tri-fold brochure will suffice. It should be distributed to all of the residents. The brochure should inform the residents to contact their community association or private hauler for specific collection details (see Attachment D for examples).
- Provide information to the schools PADEP has a website ([www.dep.state.pa.us](http://www.dep.state.pa.us)) which provides literature on waste reduction and recycling, publications and lesson plans for integrating recycling into various curriculums (see Attachment D).

Note: Public Education, a listing of additional suggested methods is included in Attachment D.

## **8.0 Grant Funding**

The PADEP announced in the fall of 2002 that Act 101, Section 902 Grant funding was being provided for composting related projects only.

Section 902 Grant funds are usually available for cost related to the establishment of a recycling program, are not for 2003.

However, the Act 101, Section 902 Grant program historically made funding (90%) available for recycling programs and provided a preference for newly mandated municipalities. Act 101 funding has been extended by the Legislature to the year 2009. It is recommended that the Township maintain receipts for eligible expenditures for program development and education

and submit an Act 101 Section 902 Grant Application in 2003. PADEP will notice the filing date for submission of grant applications in late summer or early fall of 2003. Documents contained in the attachments to this report e.g.: collectors, registration, commercial institutional letter notices and reports, etc. will need to be printed program development preparation of a how to recycle brochure is also recommended, all of these printing cost are grant eligible. It is also recommended that the Township purchase large 30-gallon plastic containers for commingled recycling at residences. Recycling containers range between \$11.00 and \$13.00 on average using state piggyback purchasing. Information for co-op “piggy back” purchasing is included in Attachment E.

If the Township wishes to apply for an Act 101, Section 902 Grant, it must prohibit the burning of designated recyclables and leaf waste. The Draft Ordinance provides this prohibition (see Attachment F for current information).

**ATTACHMENT A**

**MODEL PROCUREMENT DOCUMENT**

**(REQUEST FOR PROPOSAL)**

**REQUEST FOR PROPOSAL**  
**FOR**  
**CURBSIDE COLLECTION OF**  
**RESIDENTIAL MUNICIPAL WASTE AND**  
**COLLECTION OF RECYCLABLE MATERIALS**  
**for the Township of Kennett**

Prepared by:

**ALTERNATIVE RESOURCES, INC.**

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Stroudsburg, PA 18360

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Attachment 2: Solid Waste Ordinance

Attachment 3: Recyclables Tonnage Estimates

**SECTION 1**  
**STANDARD REQUIREMENTS AND INSTRUCTIONS FOR BIDDING**

## **1.0 STANDARD REQUIREMENTS AND INSTRUCTIONS FOR BIDDING**

### **1.1 Preparation of Bid**

Bids must be written in ink or typewritten and shall be submitted on the forms issued. The Bid Package must include: Signature Page, Proposal, Qualifications Statement, Schedules A and B and the Non-Collusion Affidavit. Unsigned bids will not be accepted. No bid will be considered if received after the due date (see Section 2.2). Bidders are expected to examine all instructions, specifications, attachment, and sites pertinent to this Request for Proposals (RFP). Failure to do so will be at the Bidder's risk. Erasures or other changes must be initialed by the person signing the bid.

### **1.2 Bid Security**

Each bid shall be accompanied by a bid bond signed by a surety company, authorized to do business in Pennsylvania, in the amount of Ten Thousand Dollars (\$ 10,000) or a certified check in the amount of Ten Thousand Dollars (\$ 10,000) to the order of the Board of Supervisors of Township.

### **1.3 Pricing**

The price is to be inclusive of labor, equipment and all other costs necessary to provide the service. Any discounts for early payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation if the discount period is twenty (20) days or longer.

### **1.4 Taxing**

The Township is exempt from State and Federal taxes. The price bid must be net exclusive of taxes. However, the successful bidder may claim no exemption upon his purchase of materials, supplies, equipment or parts needed to complete bid requirements.

### **1.5 Quantities**

Waste and recyclables quantities estimates shall be the responsibility of the bidders. The Township anticipates the number of households requiring service to be +/- \_\_\_\_\_. The Township may make an award for all or some of the items set forth in the RFP and reserves the right to reject any or all bids.

## **1.6 Safety**

All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.

## **1.7 Qualifications of Contractor**

Bids will only be accepted from contractors who are actively engaged in offering the services called for in the RFP. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Township upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Township or had failed to perform faithfully any previous contract with the Township. Where a service is to be performed by a subcontractor, the bidder must name the subcontractor, and the Township reserve the right to determine whether the named subcontractor is fit and capable to perform the required work.

Each bidder shall submit, with the Proposal, supporting data regarding the qualifications of the Contractor in order to determine whether the Contractor is qualified and responsible. The Contractor must furnish the following information:

- a) Satisfactory evidence that the Contractor, or in the case of a joint venture, the principal partner, has been in existence as a going concern in recycled materials management and/or solid waste management. If the Contractor does not have a minimum of three (3) years experience in either solid waste or recycled materials management, the Contractor shall provide a statement detailing why it is qualified to satisfactorily perform the part of the work in which it does not have the minimum of three years experience.
- b) Evidence that the Contractor is licensed or permitted to do business in the Commonwealth of Pennsylvania and the County of Monroe and the Township of Kennett or a sworn statement that it will take all necessary actions to become so licensed or permitted if its bid is accepted.
- c) All bidders must specify the number and type of all packer-type and recyclables collection truck bodies that will be used

during the performance of the contract period. If such equipment is presently owned or leased, the Contractor shall supply detailed inventories including photographs of their equipment and all accessories by type, model, year of manufacture and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options of renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this contract must be available upon the effective date of the commencement of operations.

d) The names and resumes of the individual(s) who will be considered in responsible charge of Kennett Township's Contract.

e) All information as requested in the Contractor's Qualification Statement Concerning Experience and Financial Ability.

f) Such additional information as will satisfy the Township that the Contractor is adequately prepared to fulfill the Contract.

### **1.8 Disqualification of Contractors**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for disqualification of a Contractor and the rejection of its Proposal:

a) Evidence of collusion among Contractors.

b) Lack of competency as revealed by experience or equipment statements as submitted or other sources or documents.

c) Lack of responsibility, as shown by past work, judged from the standpoint of workmanship as submitted.

d) Default on any previous performance contracts within the past five (5) years.

e) Other causes deemed appropriate by the Township.

### **1.9 Equal Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex,

age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color religion, sex, age or national origin. Contractors will take steps to insure employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### **1.10 Award of Contract**

- a) The award will be made to the responsible and qualified offer or whose proposal, conforming to the invitation, will be most advantageous to the Township in price for the services and other factors considered.
- b) The Township is not bound to select one Contractor for both municipal waste and recycling services but may instead choose different Contractors for these services.
- c) The Township reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.
- d) The Township will notify all bidders of the award and return bid sureties to all but the successful bidder.
- e) After receiving the contract from the Township, the successful bidder has fourteen (14) days to enter into a contract or forfeit as liquidated damages the bid security deposit.
- f) If the contract is not signed within fourteen (14) days, the Township may then award the service contract to the next most qualified bidder.

### **1.11 Bonds**

Performance bonds must be executed in a form acceptable to the Township (see Section 4.1).

### **1.12 Performance**

In case of default by the selected Contractor, the Township may procure services from other sources and shall hold the Contractor responsible for any costs to the Township to procure the services of a new contractor and for the costs to the Township for

providing the services in the interim period between the default and the procurement of a new Contractor.

### **1.13 Observance of Laws**

a) The Contractor at all times shall observe and comply with all Federal, State and Township laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees in the contract, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or Contract.

b) Any ordinances and regulations issued by Kennett Township.

### **1.14 Examination of Township**

Bidders shall inspect the entire Township area included in scope of services and make their own determination with respect to number of collections, collection types and locations and all other circumstances, which affect the cost of services to be performed. Estimates provided in this RFP are not to be considered as binding and bidders shall assume all patent and latent risk in connection with the aforementioned.

### **1.15 Interpretation**

No verbal interpretation of meaning of the instructions to bidders, specifications, or any other document will be made to any bidder. Supplemental instruction if any will be made as written addendum and sent to all bidders and shall be signed by the bidder and returned with the bid.

**SECTION 2**  
**INFORMATION AND CONDITIONS**

## 2.0 INFORMATION AND CONDITIONS

### 2.1 General information

It is intent of this "Request For Proposal" to secure a contractor to provide the following services to the Township of \_\_\_\_\_ :

- Curbside collection and delivery of residential municipal waste to disposal facilities designated in Chester County's Municipal Waste Management Plan
- Curbside collection, processing and marketing of designated recyclables at a location of contractors choice

### 2.2 Contract Procedures

- a) Sealed bids will be received at the front desk of the Township Office; \_\_\_\_\_, until \_\_\_\_\_ p.m., \_\_\_\_\_, 2003. Proposals will be publicly opened and read aloud at that time.
- b) The Township will either select a Contractor(s) or reject all bids within sixty (60) days of the bid opening.
- c) The Township will return bid sureties to all but the three (3) apparent qualified bidders within thirty (30) days of the bid opening. Bid sureties will be returned to the remaining bidders within thirty (30) days of the date of a contract with the successful bidder.
- d) Once a Contractor is selected, the Township will prepare a contract and forward it to the Contractor within fifteen (15) days of the selection.
- e) The successful Contractor has fourteen (14) days to sign all contract copies and return them to the Township along with the appropriate performance, labor and materials bonds and required insurance certificates.
- f) Within thirty(30) days of the date that the contract signed by the Contractor is delivered to the Township, the Township will supply the Contractor with a copy of the contract executed by the Township Supervisors.
- g) The contract with the successful Contractor will be for the specified period beginning \_\_\_\_\_, and ending on \_\_\_\_\_, for the collection of residential solid waste; and/or for the collection, processing and marketing of recyclables.

### **2.3 Pre-Bid Conference**

The Township strongly recommends that all potential bidders attend the pre-bid conference on in the Township Building.

**SECTION 3**  
**TECHNICAL PERFORMANCE REQUIREMENTS**

### 3.0 TECHNICAL PERFORMANCE REQUIREMENTS

#### 3.1 Scope of Work - Municipal Waste Collection, Delivery and Disposal

- a) The work to be done under this portion of the contract shall include the total collection, delivery and disposal of residential municipal waste; and according to such rules as may be issued by the Township of Kennett and also the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act 101.
- b) The bid is for collection of municipal waste from Township residents only. The collection of municipal waste generated by Township-operated facilities and by commercial, industrial and institutional establishments, such as professional offices and churches is **NOT** included under this contract.
- c) The work includes the furnishing of all labor and the providing and maintenance of a sufficient number of self-propelled packer-type vehicles, and all other equipment required for the prompt and efficient collection and removal of all residential municipal waste accumulated with the territory included in the present boundaries of the Township of \_\_\_\_\_ as indicated on the accompanying map entitled: " \_\_\_\_\_ Township Zoning Map," (Attachment 1).
- d) The collection and delivery of residential waste is to be bid for single-family residences. The Contractor shall collect municipal waste from all single-family residences up to four(4) units in Kennett Township, this may include private communities if they desire the designated services.

Communities and developments that contract through their homeowner's association for trash collection are not exempt from participating in the Township-wide collection program.

- e) Bulk Refuse such as screens, rugs, tree trimmings (cut into 3-foot lengths and tied in bundles weighing no more than fifty (50) pounds) and other Bulk Refuse will be collected on regular collection days throughout the year at a limit of one item per household, one time per \_\_\_\_\_. In addition, construction debris limited to one container or bundle of lumber or plaster cut into three-foot lengths and weighing less than fifty (50) pounds will also be collected on regular collection days.
- f) The Contractor shall provide Bulky Item collection service to residential dwelling units on an individual basis. Bulky Items

include such items as; refrigerators, stoves, washing machines, furniture, tires, mattresses, rugs, etc. The Contractor shall provide Bulky Items collection within seven (7) days of notice from the resident of the resident's desire to have any Bulky Item collected and within one (1) day of placement for collection. Bulk collection may be made by open trucks with no limitation on size or requirements of container so long as not in the form of debris and as long as limited to household items. The Contractor shall include a price list for collection of Bulky Items as part of their bid. The cost list shall include increases in cost, if any, over the course of the contract period.

g) Bidders' attention is called to the fact that the quantity and tonnage of material to be collected will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.

h) The curbside collection of residential municipal waste shall be once-a-week. The maximum number of bags/containers for waste per household is three (3). The capacity of containers shall be approximately 35 gallons and should not exceed 40 pounds in weight. Additional containers (more than three (3)) will be collected at the cost of the resident. Cost for collection of additional containers shall be paid directly to the Contractor at the bid per container price.

i) The Contractor has the total responsibility of residential municipal waste collection, delivery and disposal and shall bear any and all costs incurred therewith regardless of cause.

j) The Contractor shall maintain a local telephone line or toll-free line. The Contractor shall have a clerk or answering service/device available to receive instructions from the Township representatives and to receive and process inquiries from the public twenty-four hours per day, including holidays, for the term of the contract. The Contractor shall have on duty on all collection days at least one (1) qualified supervisor to be in the field when the collection is being carried out, having for his/her use a two-way radio equipped vehicle so as to ensure a courteous, prompt and efficient method for dealing with requests for service or missed collections made by the Township representatives or the public. The Contractor will be required to record all inquiries or complaints received on a form approved by the Township and supplied by the Contractor, and the form will be summarized on a monthly basis by the Contractor and delivered to the Township supervisors on a monthly basis or more frequent if requested by the Township.

k) The Contractor shall do all work in such a manner as not to create a nuisance. Municipal waste spilled or scattered on sidewalks, gutters or roadways during the collection shall be immediately cleaned up by the Contractor.

l) All reusable receptacles containing municipal waste, after being emptied by the Contractor, shall be returned WITHOUT DAMAGE to the place from which they were removed.

m) There shall be no deviations from the established schedule, except for the following: New Year's Day (January 1); Martin Luther King Day (third Monday in January); Memorial Day (last Monday in May); Independence Day (July 4th); Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day (December 25th). Residences scheduled for collection on these holidays shall have collection service for solid waste on the following Saturday or other time as may be agreed on between the Contractor and the Township. The manner of notification shall be approved by the Township Supervisors. Collections shall be made regardless of weather or other conditions which would impede collection such as snow, flood, riot or other disaster unless authorization to suspend collection is obtained from the Township. This authorization may be verbal, but the request from the Contractor and the authorization by the Township shall be confirmed in writing within one business day by both parties. Pick-ups missed during the event shall be collected according to the holiday schedule and procedures stated in this section.

n) Notification of schedule change by written notice to residents is the responsibility of the Contractor.

### **3.2 Scope of Work - Recyclable Materials Collection, Processing and Marketing**

a) Separate bid must be given (as indicated in the Proposal Form) for the collection, delivery to, and processing/marketing at a materials recovery facility, of the Contractor's designation, for all recyclables collected.

b) Under Pennsylvania Act 101 Municipal Waste Management and Recycling Plan for Chester County, the Township will be mandated to initiate recycling. Kennett Township will establish a mandatory program for the collection of recyclable material from residences for recycling purposes and empowers the Township to enforce and administer the program.

c) The Township designated recyclables shall be:

1. Aluminum beverage cans
2. Glass containers (all colors - amber, green and clear)
3. Tin cans/Bi-metallic cans; and
4. Commingled plastic beverage containers including PET/HDPE
5. Newsprint
6. Corrugated cardboard
7. Magazines

Aluminum, glass, tin and plastics will be commingled in the recycling container, and newspaper, magazines and corrugated cardboard will be set out separately, placed in paper bags or bundled and tied with string.

d) The work includes the furnishing of all labor and the providing and maintenance of sufficient number of vehicles and other equipment required for the prompt and efficient collection and transportation of all recyclables to be collected under this contract within the territory included in the present boundaries of Kennett Township as indicated on accompanying map (Attachment 1).

e) The Township has provided recycling collection containers. A Township logo is printed on the containers. These containers will be used by residents to store their commingled recyclables (except newsprint and corrugated cardboard) between collections. The containers shall remain the sole property of the Township. Other containers may also be used by residents for recycling. Collection of recyclables is not limited by number of containers. All properly prepared recyclables must be collected.

f) The Contractor shall not be permitted to commingle recyclables collected in the Township of Kennett with recyclables from outside the Township and shall submit said written certification of such on a yearly basis. Moreover, an accounting system will be maintained on the amount of recyclables collected from Kennett Township consistent with Section 904 of Act 101. The Township reserves the right to spot check collection vehicles to inspect their contents.

h) The Contractor shall leave without damage at the point of collection all reusable recycling containers and any protective covers used to keep the recyclable materials dry.

i) The Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or transportation operations. All collection vehicles shall

be equipped with at least one (1) broom and one (1) shovel for use in cleaning up material spillage. The Contractor shall have no responsibility to remove or clean up any unacceptable items which are rejected, as described above, and which have not been handled due to insufficient material preparation by residents.

j) The Contractor shall establish a procedure for receiving and responding to all complaints of missed pick-ups using the telephone line designated in Section 3.1(j). For the purposes of this contract, a complaint of missed collection is a complaint received by the Contractor no later than 12:00 noon on the day following the last regularly scheduled collection day in that part of the Township.

Valid reports of missed collections shall be responded to by the Contractor by making collection of materials at the missed residence within eight (8) hours of notification by the Township or resident, or by following the established rejection of unacceptable materials procedure (See Section 3.2 (q)).

k) The Contractor shall supply collection vehicles for the sole purpose of collecting recyclables which are capable of transporting the recyclables in a condition to maximize marketability.

l) There shall be no deviation from the established schedules, except for New Years' Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Residence scheduled for collection on these holidays shall have collection services for recyclables on the following Saturday or other time as may be agreed on between the Contractor and the Township. Appropriate and timely notice shall be given by the Contractor via newspaper and/or radio advertising of any scheduled pick-up deferred because of scheduled holidays. The manner of notification shall be approved by a Township representative. Collections shall be made regardless of weather or other conditions which would impede collection such as snow, flood, riot, or other disaster unless authorization to suspend collection is obtained from the Township. This authorization may be verbal, but the request from the Contractor and the authorization by the Township shall be confirmed in writing within one (1) business day by other parties. Pick-ups missed during the event shall be collected according to the holiday schedule and procedures stated in this section.

m) Changes in collection schedule for recyclables shall be approved by the Township in writing and notification of schedule change by written notice to residents is the responsibility of the Contractor.

n) Bidders' attention is called to the fact that the quantity and tonnage of recyclable material to be collected will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.

o) The Contractor shall be required to conduct certain publicity and education efforts to encourage the maximum level of citizen participation in recycling and waste diversion/reduction. At a minimum, the following publicity and education components are required of the Contractor.

1. A Contractor spokesperson shall be available for Township scheduled interviews with the press. The Township publicity activities listed in this section are those the bidder should assume in developing proposal costs and participation.

2. Development of news releases regarding the recycling program for the media.

3. Prepare, print and distribute program information sheet explaining the recycling program method of collection, recyclables preparation and a program schedule for collection.

p) The work to be done shall include every other week collection of all recyclables designated by the Township from all residential properties which receive municipal waste collection services. Recyclables shall be collected on one of the same days as municipal waste collection. The collection of these materials shall commence on the first regularly-scheduled day of municipal waste collection in \_\_\_\_, 2003, and continue through the balance of the term of the contract. Recyclable materials collected by the Contractor must be processed at a recyclables processing/materials recovery facility which has all of the required permits issued by the appropriate authorities. The Contractor must notify the Township in writing of any processing facility utilized prior to use.

q) All recyclable materials placed out for collection shall be owned by, and be the responsibility of the occupants of the residential properties (residents), until they are collected by the Contractor. The recyclable materials become the property and

responsibility of the Contractor upon the Contractor's acceptance and collection of said items. If the Contractor determines that the recyclables set out by residents are unacceptable due to insufficient preparation of materials, it shall follow the rejection procedure described herein. In the event that improperly prepared materials are placed out for collection, the Contractor shall have the option to collect or to leave the items, and in any case shall leave a sticker or other form of notification approved by the Township explaining the proper method of preparation of recyclable materials. (Notification shall take place on the day the items are rejected or the items shall be considered a missed collection).

If the Contractor elects to collect recyclable materials listed in Section 3.2 (c) above which are not properly prepared, the Contractor shall assume responsibility for any additional processing required to increase the marketability of those items.

r) Costs incidental to the processing and marketing of recyclables collected under this contract are the responsibility of the Contractor. The Contractor shall maintain for submission of the Township accurate records, in a format as approved by the Township, indicating the tonnage by type of the recyclables collected and delivered to the processing facility under this contract. These records shall be kept on a daily, weekly, cumulative monthly, and cumulative annual basis, and shall be submitted to the Township in a manner consistent with the reporting requirements under Section 904 of Act 101. The

Township reserves the right to inspect such records and the record keeping procedures at any time during normal business hours.

s) The Contractor has the total responsibility of recyclables processing and marketing, and shall bear any and all costs incurred therewith regardless of cause. The Contractor retains all revenues from the sale on the recyclables which they collect in the Township.

t) The Contractor shall utilize a facility and system for processing recyclable materials that can meet the criteria below:

1. The processing facility/system shall be capable of accepting the previously-described commingled recyclable materials and processing them to the degree necessary to be marketable.

2. The processing facility shall be operated in such a manner to comply with all local, state and federal requirements.

u) The Contractor shall be ultimately held responsible for establishing transportation and marketing arrangements for the materials collected in the Township. The facility and equipment utilized for the collection and transport, processing, storage and transport of materials to markets may be owned, leased or contracted for by the Contractor or the market.

v) The Contractor shall be prohibited from disposal of the Township's collected recyclable materials or processed recyclable materials at a landfill or other waste disposal facility without the prior written permission of the Township. Violation of this contract provision will be cause for termination.

### **3.3 Work Stoppage**

A work stoppage by the Contractor's work force shall not be grounds for the Contractor to terminate this agreement. The Contractor will still be required to complete its obligation under this agreement, even if it is affected by a strike, job action or other disruptive labor activity. However, the Township will not impose any penalty nor bring any action against the Contractor to perform the conditions of this contract for the first twenty-four (24) hours of any strike or job action should such strike or job action prevent the collection of municipal waste or recyclable materials by the Contractor during this initial twenty-four (24) hour period. All other rights, remedies and options available to the Township under this contract shall remain unaltered by this Section.

### **3.4 Equipment**

a) The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the full, proper and efficient conduct of the work. All equipment shall be kept in good order and repair and must be subject to the approval of the Township of Kennett at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor.

b) The Contractor shall keep all trucks and any other equipment used in the collection and removal of municipal waste and recyclables in good repair, well painted, numbered, thoroughly cleaned and disinfected with disinfectants furnished by the Contractor, at least once a week.

c) All bidders must specify the number and type of all packer-type and recyclables collection truck bodies that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Bidder shall supply detailed inventories including photographs of their equipment and all accessories by type, model, year of manufacture, and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options of renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this contract must be available upon the effective date of the commencement of operations. At the beginning of the contract period, at least one-third (1/3) of the collection vehicles should not be older than five (5) years. The Contractor must provide evidence of the Township's satisfaction that any vehicle over five (5) years is acceptable. If equipment is to be purchased, then catalogs and descriptive material must be submitted in sufficient detail to satisfy this request.

### **3.5 Subcontract**

- a) The Contractor shall not subcontract any portion of the work to be done hereto except upon the prior written consent of the Township. any approved subcontract shall not release the Contractor from its primary liability to perform all aspects of this contract.

**SECTION 4**  
**BONDS AND INSURANCE**

## **4.0 BONDS AND INSURANCE**

### **4.1 Bonds**

The successful bidder shall furnish a Performance Bond or Irrevocable Letter of Credit to be approved by the Township Solicitor conditioned upon the true and faithful performance of the contract in the amount of \_\_\_\_\_ percent of the total amount of the contract. Upon the Contractor's successful completion of each year of this contract to the satisfaction of the Township, the Township will release the applicable portion of said bond relating to the year completed.

### **4.2 Insurance**

The Contractor shall maintain, during the life of this contract, at his own expense, the following policies of insurance described herein.

**4.2.1:** Comprehensive general liability insurance in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence with an aggregate of Three Million (\$3,000,000), combined single limit, including property damage and personal injury coverage, during the effective dates of this contract, or any renewal hereof, in order to protect and save the Township harmless against any and all claims for damage to person, persons, or property arising from the collection, transport, or delivery of rubbish, garbage and recyclables.

**4.2.2:** Comprehensive automobile liability insurance with respect to both personal injuries and property damage in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence with an aggregate of Three Million (\$3,000,000), combined single limit, during the effective dates of this contract, or any renewal hereof.

**4.2.3:** Worker's Compensation insurance, including Occupational Disease and Employer's Liability Insurance, sufficient to cover all employees in its employ during the term of this contract or any renewal thereof. Statutory amounts and coverage should be as required by Pennsylvania Workmen's Compensation and Occupational Disease Laws.

**4.2.4:** The agreement to be reached based on the bid shall, in all respects, be interpreted, construed, and governed by the laws of the Commonwealth of Pennsylvania. Further, Contractor agrees to comply with any and all State and Federal laws and statutes which

have or may have any connection or application herewith, including but not limited to, Worker's Compensation, Social Security, Unemployment Compensation, and Prevailing Wage Laws.

**4.2.5:** All policies shall name Kennett Township, their officers, agents, and employees as additional insurers. This coverage shall be reflected on the Certificates of Insurance.

**4.2.6:** All policies shall carry an endorsement to the effect that the insurance company will provide by certified mail, at least thirty (30) days to the effective date written notice to the Township of any modifications, alterations, or cancellation of any such policy or policies or terms thereof.

**4.2.7:** The aforesaid policies of insurance, and any others which may be necessary to comply herewith, shall be maintained in amounts of coverage set forth above; shall be designed to protect Kennett Township from all claims for damages, including wrongful death claims of any kind or nature whatsoever which may arise from the operation of the Contractor in the performance of this contract, whether such operations be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing the obligation incumbent upon the Contractor by the terms of the contract; and shall otherwise indemnify and hold said Township harmless from all manner of claims and lawsuits; and shall provide at insurer's expense, all necessary legal aid, counsel, and representation.

**4.2.8:** All of the insurance policies herein mentioned shall be issued by an insurance company licensed and authorized to do business in the State of Pennsylvania and shall be obtained and properly endorsed before any operations of the Contractor are commenced with the Township. Said policies shall remain in full force and effect until the expiration of the term of this contract or the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall likewise deposit with the Township Supervisors either the original policies of insurance mentioned or true copies thereof.

**4.2.9:** It shall be the responsibility of the Contractor, in obtaining the aforesaid insurance coverage, to obtain policies which shall protect the Township from any and all claims whatsoever their nature, regardless of the derivation of said claims, and regardless of whether the same are directed toward recovery of damages for personal injuries, property damage, or other claim of damage, which may be incident to the same. This insurance coverage shall waive the governmental immunity, if any,

of Kennett Township, Pennsylvania, and shall extend to and include policies of liability insurance of all vehicles and equipment utilized or in any way connected with the services to be rendered by the Contractor pursuant to the terms of the contract.

#### **4.3 Indemnity by the Successful Contractor**

To the extent permitted by law, the contractor assumes entire responsibility and liability for losses, expenses, demands, and claims in connections with or arising from any injury, or alleged injury (including death) to any person, or damage, or alleged damage to property sustained or alleged to have been sustained in connection with or to have arisen from or resulting from the performance of operations by the contractor, and including losses, expenses, or damages sustained by the Township of Kennett, their agents, representative, and employees from any and all such losses, expenses, damages, demands, and claims and agrees to pay the cost to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, costs, and expenses in connection with or resulting therefrom.

#### **4.4 Policy Approvals**

The Contractor, before execution of this contract by the Township, shall file with the Township Supervisors, for their approval, one copy of each and every insurance policy required by the terms of this contract.

**SECTION 5**  
**PAYMENTS AND INVOICING**

## 5.0 PAYMENTS AND INVOICING

### 5.1 Payments and Invoicing

The Contractor shall bill the Township for service rendered within ten (10) days following the end of the month. Such billing shall include the following: certification that all facilities used by the Contractor for municipal waste disposal and recyclables processing are facilities with valid permits. Payment shall not be made unless all required documentation is submitted. The Township shall pay the Contractor on or before the twenty fifth (25th) day following the submission of all required documentation and billing. For each and every non-performance of the contract and requirements of the specifications, the sums designated below shall be deducted from the retainer out of any monies which may be due or become due to the Contractor under the provisions of the contract:

a) Failure to clean up spilled municipal waste or recyclables and replace receptacles, the sum of One Hundred Dollars (\$100.00) for each offense will be paid to the Township.

b) Failure or neglect to clear and resolve collection complaints (where containers have been placed for collection prior to 6:00 A.M.) within the next scheduled working day is One Hundred Dollars (\$100.00) for each occurrence. However, in the event that a collection complaint (i.e., skipped trash or recycling collection) is repeated at the same address three or more times within the last 12-month period, the Township may immediately impose a fine of One Hundred Dollars (\$100.00) for the third and subsequent complaints without allowing the Contractor the opportunity to avoid the fine by correcting the complaint within the next scheduled working day.

c) Changing the day of collection without notifying the affected premises or the Township is One Hundred Dollars (\$100.00) for each occurrence.

d) Starting route collection before 6:00 a.m. is Five Hundred Dollars (\$500.00) for each occurrence.

e) Failure to remove all municipal waste and recyclables by 4:00 p.m. without approval of the Township - One Hundred Dollars (\$100.00) per occasion.

f) Contractor will not be subject to deduct for non-performance under 5.1 paragraphs (a), (b), (c), (d) and (e) in the event of

hurricane, flood, riot, or other disaster which might cause abnormal or additional debris.

g) Failure to implement disciplinary action toward any employee s requested by a Township Supervisor or designee due to one or more of the following offenses during working hours will result in a penalty of One Hundred Dollars (\$100.00):

- 1) intoxication
- 2) the use of loud, profane, vulgar, or obscene language
- 3) soliciting gratuities from the public for services
- 4) the refusal to collect or handle refuse as herein required
- 5) the wanton or malicious damage of containers or receptacles
- 6) the wanton or malicious scattering or spilling of refuse
- 7) any other willful disregard of safety or sanitary requirements
- 8) any act constituting a public nuisance or disorderly conduct

**5.2 Contact Person**

All inquiries regarding this Request for Proposal shall be written only. Such inquiries and future correspondence, including invoices, and contact regarding this contract and the work shall be directed to:

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**SECTION 6**  
**AWARD CRITERIA**

## **6.0 AWARD CRITERIA**

Evaluation will include consideration of:

- Contractor's ability to meet the solid waste collection, delivery and disposal requirements (Section 3.1) and recycling collection, processing and marketing requirements (Section 3.2).
- Demonstrated capabilities of Contractor to provide waste collection and/or recycling services (Section 1.7).
- Financial capabilities of Contractor.
- Quoted Price.
- Terms and Conditions of contract, and risks and liabilities to be borne by the Township.

The evaluation will be conducted by the Township and its consultant.

**SECTION 7**  
**FORMS**

**PROPOSAL FORM  
SIGNATURE PAGE**

Township of Kennett

BID NO. \_\_\_\_\_

DATE \_\_\_\_\_

**TO: KENNETT TOWNSHIP**

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services to furnish the requirements called for in the RFP, for the prices stated on the Proposal Form.

The Undersigned hereby certifies that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or on behalf of any person, firm or corporation not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

If awarded the Contract, the undersigned Contractor agrees to enter into and perform the contract and to execute and deliver the Contract Document, including the required Certificate of Insurance and Performance Bond, to the Township in accordance with all of the terms of this solicitation.

In submitting this proposal, it is understood that the Township reserves the right to reject any or all proposals, to waive any informalities in any proposal or the solicitation process, and to negotiate any final contract provisions based on the proposals submitted.

In submitting this proposal, the undersigned agrees that no Price Proposal may be withdrawn for a period of 120 days after the date for receipt of proposal and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the Township.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

TRADING AND DOING BUSINESS AS (Check One)

Individual

Partnership

Corporation

Federal I.D.# \_\_\_\_\_ or Social Security # \_\_\_\_\_

DATE: \_\_\_\_\_

ADDENDUM #1 \_\_\_\_\_ (date)

ADDENDUM #2 \_\_\_\_\_ (date)

ADDENDUM #3 \_\_\_\_\_ (date)

ATTEST: \_\_\_\_\_

Affix Corporate (seal)

Date: \_\_\_\_\_

\$ \_\_\_\_\_

## PROPOSAL BOND

1. The undersigned \_\_\_\_\_ ("Principal") and \_\_\_\_\_, a surety company legally authorized to do business in the Commonwealth of Pennsylvania ("Surety") if appropriate, to induce the Township of Kennett "Beneficiary") to enter into a contract for the municipal waste collection and disposal, and/or collection of recyclables pursuant to the Beneficiary's solicitation dated \_\_\_\_\_, 2003, agree that in the event the Principal shall (a) attempt to withdraw from the proposal process, (b) fail to execute the contract or (c) fail to provide a Performance Bond (when required), and a certificate of insurance upon award of the contract, the Principal shall, upon demand of the Beneficiary, pay to the Beneficiary the sum of \$10,000., which is a reasonable estimate of fair compensation for the losses and damages, all of which would be impracticable if not impossible to fix precisely, that the Beneficiary will sustain upon occurrence of any event described in clause (a), (b), or (c) above.
  
2. In the event the Beneficiary shall institute legal proceedings to collect amounts due pursuant to this Bond, then the Beneficiary shall be entitled to collect, in addition to the amount of this Bond, as part of any award or judgment, all court costs, other expenses and attorney's fees for collection incurred by the Beneficiary.
  
3. If no prior demand for payment has been made by the Beneficiary this Bond shall terminate on \_\_\_\_\_, 2003, unless mutually agreed upon by both parties to extend said bond. If a demand for payment is made prior to such date, then this bond shall continue to full force and effect until paid in full.

\_\_\_\_\_  
Principal

Attest: \_\_\_\_\_

\_\_\_\_\_  
Signature

(Corporate Seal)

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Surety

Attest: \_\_\_\_\_

\_\_\_\_\_  
Signature

(Corporate Seal)

\_\_\_\_\_  
Attorney-in-Fact(Attach Power of Attorney)

## PROPOSAL BID FOR TOWNSHIP

Under this Proposal, Kennett Township's residential municipal waste shall be collected one time per week, delivered and disposed of at a Chester County approved facility. The Township's residential recyclables shall be collected once every other week (on one of the same days as municipal waste collection), delivered to a processing center designated by the Contractor and marketed. Collection hours are 6:00 a.m. until the routes are completed, no later than 4:00 p.m., Monday through Friday.

36-Month Service	Residential Municipal Waste Collection/ Delivery/Disposal	Residential Recyclables Collection/Processing /Marketing
1st 12 Months		
2nd 12 Months		
3rd 12 Months		
Total		

Year 1 Year 2 Year 3

Per residence disposal cost (3) containers \_\_\_\_\_

Per bag disposal cost \_\_\_\_\_

\*Attach Bulk Item disposal cost list for year 1, 2 and 3.

## **DISCLAIMER STATEMENT**

The information contained in this Request for Proposals (RFP) has been prepared for the Township of Kennett by its consultants based, in part, on information provided to them by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFP, the party whose name appears below remises, releases and forever discharges the Township and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have or may hereafter have arising out of any information contained in this RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

Signature of Authorized Representative of Contractor

Date

\_\_\_\_\_

Typed Name and Title \_\_\_\_\_

**CONTRACTOR'S QUALIFICATION STATEMENT CONCERNING  
EXPERIENCE AND THE FINANCIAL ABILITY OF**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

Submitted for the purpose of presenting and submitting a bid for the collection and disposal of solid waste and the collection and marketing of recyclables in the Township of Kennett, in the County of Monroe, for a period of thirty-six (36) months.

Explanatory

This questionnaire is to be completed by the Contractors desirous of submitting bids in connection with the collection, delivery and disposal of residential waste and collection, processing and marketing of recyclable materials in Kennett Township, Pennsylvania. Each and every question contained herein must be answered, by giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

Qualifications of Bidders: After the bid opening, Kennett Township may make such investigations as it deems necessary to determine the ability of the bidders to perform the work, and the bidders shall furnish to the Township all such information and data for the purpose as the Township may request. The Township reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Township that such bidder is properly qualified and responsible to carry out the obligations of the contract and to complete the work contemplated therein.

If the space provided in this form to answer any questions is not large enough, the Contractor should add additional sheets.

1. a. How many years has your organization been in business as a contractor under your present name? \_\_\_\_\_

b. In what municipalities, or for what major clients (for the last five (5) years)?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever failed to complete any work awarded to you (within the last five (5) years)? If so, when, where, and why?

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3. a. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name (within the last five (5) years): If so, when, where and why?

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b. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract (within the last five (5) years)? If so, when, where, and why?

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4. Have liens or lawsuits of any kind been filed against any of your contracts (within the last five (5) years)? Give full details.

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5. If a corporation, state:

a. Date when organized \_\_\_\_\_

b. Under the laws of what state organized \_\_\_\_\_

c. Names and titles of officers: \_\_\_\_\_

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6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name, address and telephone number of company, name and amount of bond for the same) within the last five (5) years.

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

7. List any municipal waste collection and/or recyclables collection contracts which your organization has completed in the past three (3) years or is currently performing service for.

a. Name of Municipality\_\_\_\_\_

b. Approximate population served by you in said Municipality\_\_\_\_\_

c. Term of Contract: From \_\_\_\_\_ To \_\_\_\_\_

d. Were collections curbside?  
\_\_\_\_\_

e. Name, title, address, and telephone number of the municipal official in charge of collections and/or contract administration. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Explain why you did not complete the contract satisfactorily?  
\_\_\_\_\_  
\_\_\_\_\_

Fill in the same detailed information required above for each contract performed, or in process of execution, using extra sheets as needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Did you participate in public information and education during the term of the contract? If yes, describe involvement.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. State financial ability and your plans for financing this work if awarded this contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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9. Who will supervise the work if the contract is awarded to you? Give name and title.

\_\_\_\_\_  
\_\_\_\_\_

The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false then my bid will be subject to rejection by Township.

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Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2003

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Notary Public

## **SCHEDULE A**

List below number and type of all trucks and equipment to be used under this contract, according to the specifications under Section 3.1 and any other equipment which may be used to service this contract. Indicate equipment that is owned by the bidder, and equipment that is leased by the bidder.

## **SCHEDULE B**

List below places of recyclables storage/processing and recyclable marketing which will be used in fulfillment of specifications under Section 3.2. Include address, ownership, and recyclables handled. Attach letters of commitment.

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

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

## NON-COLLUSION AFFIDAVIT

Contract/Bid No. \_\_\_\_\_

State of \_\_\_\_\_:

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of firm or Corp.)

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

I state that:

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

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

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

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

(5) \_\_\_\_\_, its affiliates,  
(Name of firm)

subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction; involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and  
(Name of firm)

acknowledges that the above representations are material and important, and will be relied on by Kennett Township in awarding the contract(s)

for which this bid is submitted. I understand and my firm understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Kennett Township of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

**SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2003**

\_\_\_\_\_  
Notary Public

My Commission Expires

**ATTACHMENT B**  
**DRAFT ORDINANCE**

ORDINANCE NO. -- - 2003

AN ORDINANCE OF THE TOWNSHIP OF KENNETT, CHESTER COUNTY, PENNSYLVANIA, ESTABLISHING A PROGRAM FOR COLLECTION, STORAGE, TRANSPORTATION, PROCESSING AND DISPOSAL OF MUNICIPAL WASTE AND RECYCLING, INCLUDING MANDATORY SOURCE SEPARATION AND SEPARATE COLLECTION OF DESIGNATED RECYCLABLE MATERIALS; PROVIDING FOR THE REGULATION AND REGISTRATION OF COLLECTORS; PROHIBITING THE DISPOSAL OF DESIGNATED RECYCLABLE MATERIALS AND LEAF WASTE WITH MUNICIPAL WASTE; PROHIBITING THE BURNING OF DESIGNATED RECYCLABLES AND LEAF WASTE; EMPOWERING THE KENNETT TOWNSHIP TO ADOPT AND PROMULGATE REASONABLE REGULATIONS THEREOF; FIXING PENALTIES FOR VIOLATION OF THIS ORDINANCE.

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WHEREAS, the Township of Kennett desires to amend Ordinance No. ---, known as the “Recycling Ordinance”, enacted on the Township of Kennett, with respect to the establishment of a comprehensive recycling program within the Township;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township of Kennett, Chester County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same, to wit:

## **PART I – GENERAL**

### 1. **SCOPE**

This Ordinance shall govern and control all aspects of the collection, storage, transportation, processing, and disposal of municipal waste, and recycling, in the Township of Kennett. It contains regulations applicable to Collectors of municipal waste, collectors of recyclables, individuals, commercial, municipal, and institutional establishments, and community activities.

### 2. **PURPOSE**

This Ordinance is being enacted in order to establish a program for the collection, storage, transportation, processing and disposal of municipal waste, to implement a recycling program, including mandatory source separation and separate collection of designated recyclable materials and leaf waste, in order to return valuable materials to productive use, to conserve energy, and to protect capacity at municipal waste processing and disposal facilities.

### 3. **DEFINITIONS**

As used in this Ordinance, the following terms shall have the meaning indicated:

A. “Agent” – one who performs an act for his immediate family or for another person gratuitously (without any form of monetary or material compensation therefore).

B. “Aluminum Cans” – empty, all-aluminum beverage and food containers.

C. “Applicant” – a person desirous of being registered as a Collector or of being issued a recyclable collectors registration, as the case may be.

D. “Bi-metallic Cans” – empty food or beverage containers consisting of both steel and aluminum.

E. “Township” – Township of Kennett, Chester County, Pennsylvania.

F. “Composting” – The process by which organic material is biologically decomposed under controlled anaerobic or aerobic conditions to yield a humus-like product.

G. “Composting Facility” – A facility using land for processing of organic material by composting.

H. “Collector” – a general term referring to any person who collects, for removal from premises, municipal waste or recyclables.

I. “Commercial” – of or pertaining to any wholesale, retail, industrial, manufacturing, transportation, or financial or professional service or office enterprise, business, or establishment.

J. “Community Activity” – an activity or event sponsored or organized by a public or private nonprofit organization for recreational, educational, cultural, or civic purposes, which may be attended by members of the public, whether or not an entrance or participation fee is charged therefore.

K. “Corrugated Paper” – structural paper material with an inner core shaped in rigid parallel furrows and ridges, of the type normally used to make packaging cartons and boxes.

L. “Curbside Collection” – a method of collection of residentially generated recyclables by which the owners or occupants of certain residential properties place them at curbside, at times designated by authorized collectors, for collection and removal by an authorized collector thereof for delivery to a recycling center.

M. “Disposal” – the incineration, deposition, injection, dumping, spilling, leaking, or placing of municipal waste into or on the land or water in a manner such that the municipal waste or a constituent thereof enters the environment, is emitted into the air, or is discharged to the waters of the Commonwealth of Pennsylvania.

N. “Disposal Area” – any site, location, area, building, structure, transfer station, or premises to be used for municipal waste disposal.

O. “Garbage” – all putrescible animal and vegetable matter resulting from the handling, preparation, cooking and consumption of food.

P. “Glass Containers” – all empty food and beverage jars or bottles made from silica or sand, soda ash, and limestone, the product being transparent or translucent (either clear, green or brown), excluding, however, blue glass, flat glass, plate, glass commonly known as “window glass”, automotive glass, and ceramic and porcelain products.

Q. “High-Grade Office Paper” – any white paper other than newsprint, magazines, or other chemically coated paper or corrugated paper, of the type commonly used for letter-writing stationery, note paper, plain paper photocopying machines, computer printers, and other general-purpose paper, whether or not any printed or written matter is contained thereon.

R. “Institutional” of or pertaining to any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools, universities, churches, and social or fraternal societies and organizations.

S. “Landlord” – the owner of residential property, or such owner’s authorized agent.

T. “Leaf Waste” – leaf waste, garden residues, shrubbery and tree trimmings, and similar material.

U. “Leaf Composting Facility” – a facility for composting vegetative material, including leaf waste, garden residue and chipped shrubbery and tree trimmings.

V. “Registered Collector” – a person registered with the Township of Kennett to collect, haul, transport, and delivery of municipal waste and recyclables.

W. “Magazines” – printed matter, also known as “periodicals”, containing miscellaneous written prices published at fixed or varying intervals, printed on glossy or chemically coated paper. Expressly excluded are newspapers and all other paper products of any nature whatsoever.

X. “Multi-Family Housing Property” – a type of residential property either under single ownership or organized as a condominium or cooperative form of housing, which contains four or more dwelling units.

Y. “Municipal” – of or pertaining to any office or other property under the control of any branch or arm of the federal government of the United States of America, the Commonwealth of Pennsylvania, or any political sub-division of the Commonwealth of Pennsylvania including, but not limited to the Township of Kennett, any counties, cities, Townships, and municipal authorities.

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

AA. “Newspaper” – paper of the type commonly referred to as “newsprint” and distributed at fixed or stated intervals, usually daily or weekly, having printed thereon news and opinions and containing advertisements and other matters of public interest. The term “newspaper” expressly excluded magazines, glossy or other chemically coated paper, office paper, and any other paper products of any nature.

BB. “Open Burning” (Fire) – a fire in which any solid waste is burned in the open or in a receptacle other than a furnace or an incinerator permitted by the Pennsylvania Department of Environmental Protection.

CC. “Person” – any individual, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, Federal Government of agency, State institution or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In any provisions of this Ordinance prescribing a fine, imprisonment or penalty, or any combination of the foregoing, the term “person” shall include the officers and directors of any corporation or other legal entity having officers and directors.

DD. “Plastic Containers” – empty plastic food and beverage containers, the specific types of which are PET (soft drink and water bottles) and HDPE (milk and water jugs, detergent and shampoo bottles) to be designated by resolution of the Township Council.

EE. “Processing” – any technology used for the purpose of reducing the volume or bulk of municipal waste, or any technology used to convert part or all of such waste materials for off-site reuse. Processing facilities include, but are not limited to, transfer stations, composting facilities, and resource recovery facilities.

FF. “Recyclables Collector” – a person authorized by the Township, through registration, to collect, transport, recyclables exclusively (and not municipal waste) for persons other than himself, his immediate family, or persons for whom he is acting as an agent (as defined herein).

GG. “Recyclables” – Materials designated as recyclable in this Ordinance, or required by the terms of this Ordinance, any Amendment hereto or designated by Resolution of the Township to be kept separate from municipal waste and recycled, including leaf waste.

HH. “Recycling” – the collection, separate maintenance, recovery, and sale or reuse of recyclables which would otherwise be disposed of or processed as municipal waste, or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery or reusable materials other than a fuel for the operation of energy.

II. “Recycling Center” – a facility designed to, and which does, act as a collection center for the processing, storage, and shipment of recyclables. The term

specifically excludes transfer stations and landfills for solid waste and composting facilities and resource recovery facilities; and specifically excludes charitable organizations that accept recyclables for collection but do not process such recyclables.

JJ. “Registered Collector” – a registered collector (as defined herein); or a person who, being so authorized by the terms of this Ordinance, removes municipal waste, recyclables or leaf waste from his own premises, as owner of the building or commercial, municipal or institutional establishment or community activity conducted therein, or as an agent (as defined herein) of another person.

KK. “Residential” – of or pertaining to any dwelling unit used as a place of human habitation and which is not commercial, municipal, institutional, or a community activity. Home occupations incidental to be residential use within a building are considered “residential”.

LL. “Rubbish” – solid waste exclusive of garbage, (e.g. non-recyclable glass, metal, paper or plastic) and non-compostable plant material, wood or nonputrescible solid waste.

MM. “Steel Cans” – empty food or beverage containers made of steel, tin-coated steel, or other ferrous metal food or beverage containers.

NN. “Storage” – the containment of any municipal waste on a temporary basis in such a manner as not to constitute disposal of such municipal waste. It shall be presumed that the containment of any municipal waste in excess of one year constitutes disposal. This presumption can only be overcome by clear and convincing evidence to the contrary.

OO. “Transportation” – the off-site removal of any municipal waste at any time after generation thereof.

PP. “Waste” – a material whose original purpose has been completed and which is directed to a disposal or processing facility or is otherwise disposed of. The term does not include source-separated recyclable materials or material approved by the Commonwealth of Pennsylvania Department of Environmental Resources for beneficial use.

QQ. “Yard Waste Composting Facility” – a facility that is used to compost leaf waste, including a facility that is used to compost grass.

#### 4. DUMPING/LITTER

It shall be unlawful for any person to store, dump, discard, or deposit, or to permit the storage, dumping, discarding, or depositing of, any municipal waste or recyclables upon the surface of the ground or underground within the Township, except in proper containers for purposes of storage or collection, and except where the waste or

recyclables are of such size or shape as not to permit their being placed in such containers. It shall be unlawful for any person to dump or deposit any municipal waste, recyclables or leaf waste in any stream or body of water, or on or near any public or private right-of-way within the Township.

Every owner of property or occupant thereof responsible for such property's day-to-day operation or maintenance shall pick up and discard in an appropriate receptacle any municipal waste, recyclables, or other debris deposited or accumulated on the sidewalk or gutter in front of or adjacent to such property. All owners or operators of commercial, industrial, institutional and municipal establishments in the Township shall take all reasonable precautions to prevent the deposition and accumulation of debris in front of their premises, and in furtherance of that end, may place appropriate waste containers on the sidewalks in front of or adjacent to their premises at a point which will not create a hazard to traffic or pedestrians. Any such receptacles so placed shall be emptied on a regular basis and maintained in a neat and clean appearance.

Nothing contained herein shall prohibit a farmer from carrying out the normal activities of his farming operations, including composting and spreading of leaf waste, manure or other farm-produced agricultural waste, provided such activities are conducted in accordance with all applicable laws, rules and regulations.

#### 5. PREPARATION AND STORAGE OF MUNICIPAL WASTE

The storage of all municipal waste shall be practiced so as to prevent the attraction, breeding, or harborage of insects or rodents and to prevent conditions which may create potential hazards to the public health or which may create fire and other safety hazards, odors, unsightliness, or public nuisance.

Any person accumulating or storing municipal waste on private or public property in the Township for any purpose whatsoever shall place the same, or cause the same to be placed, in sanitary closed or covered containers in accordance with the following standards:

- A. Containers used for the storage of municipal waste shall be of metal, plastic or fiberglass construction; rust and corrosion resistant, equipped with lids and waterproof.
- B. All garbage shall be drained of excess liquids and wrapped in paper or be placed in plastic bags before being placed in the waste storage containers described above, and all ashes shall be free of any burning material before being deposited for collection.
- C. No person, except the occupant of the property on which a waste container is placed, a registered collector, and any authorized employees shall remove the lids of the container and/or remove the contents thereof.

- D. All hazardous waste, including but not limited to waste of a highly infectious or contagious waste, shall not be stored for ordinary collection, but shall be specially disposed of in accordance with the directions of the Township or of any State or Federal authority having jurisdiction thereof.
- E. Bulk containers shall not be permitted to overflow or to have waste strewn or left about them on the ground. A violation of this provision shall be deemed a violation of this Ordinance by the person on whose property the bulk container is located, if it is located on private property.

6. REQUIRED COLLECTION AND REGULATION THEREOF

All owners of property within the Township shall provide for the regular preparation, for removal of all municipal waste generated at such properties in one of the approved manners set forth herein.

If a person or establishment (being so authorized by the terms hereof) collects and removes their own municipal waste, they shall do so at a minimum every fourteen (14) days or at shorter intervals, in order to prevent odors, vectors or accumulations of refuse or garbage that are unsafe, un-sightly, or potentially harmful to the public health. Any municipal waste so removed shall be disposed of in accordance with the requirements of this Ordinance.

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 use the collection service provided by the Township contract collectors or alternative contract with a registered collector for the regular, scheduled curbside collection and removal of the municipal waste at least once every fourteen (14) days. Municipal waste shall be prepared for collection and be collected and removed from such persons' or establishments' properties at least once every fourteen (14) days, except where conditions beyond the control of the registered collector prevent it.

No person other than a registered collector shall collect or remove municipal waste from any other person's property. All agreements for collection, transportation, and disposition of municipal waste other than the collection services provided by Township shall be by private contract between the owner or occupant of the property where the waste is generated and the registered collector who is to collect such waste.

Nothing contained herein shall be deemed to prohibit any person from collecting or hauling municipal waste on an irregular and unscheduled basis to any facility permitted by the Commonwealth of Pennsylvania, Department of Environmental Protection, provided that such hauling shall be in addition to, and not in place of, the regular removal of municipal waste as required by this section and provided that such is not in violation of any county or other municipal law or regulation.

Nothing in this section shall modify the requirements in this Ordinance pertaining to separation and preparation of recyclables or leaf waste. Nothing in this section shall impair the ability of the Township to provide a system of placement for removal and public collection of **recyclables or** leaf waste, or the Township residents to utilize such system of public collection of **recyclables or** leaf waste, anything herein contained to the contrary notwithstanding.

#### 7. TRANSPORTATION OF MUNICIPAL WASTE

Any person transporting municipal waste within the Township shall prevent or remedy any spillage and leakage from vehicles or containers used in the transport of such municipal waste.

All persons authorized to collect municipal waste shall do so in vehicles that are provided with either closed, covered containers or which have measures taken to prevent leakage and waste from being blown or falling from the vehicle.

The transfer of waste from one collection vehicle to another may not take place in the Township except on private property in those areas of the Township designated for such transfer by the Township. No such transfer may take place on any public right-of-way, and no such transfer operation may block traffic, create litter, or in any other manner constitute a nuisance, create a health hazard, or violate any other ordinance of the Township or provision of statutory law.

#### 8. OPEN BURNING

No person shall ignite, cause, feed, permit or maintain any open fire for the destruction of solid waste, leaf waste or recyclables designated in this Ordinance on any property under his control, except as hereinafter provided.

##### Exceptions to Open Burning Prohibition

- a. Open fires may be set in the performance of an official duty of any public officer if the fire is deemed necessary for the prevention of a fire hazard, which cannot be abated otherwise; and for the protection of public health.
- b. No open burning shall occur during any fire ban emergency declared.
- c. Open fires may be set for camping purpose or special events with prior notice and approval of the Township.

#### 9. PUBLIC LITTER BASKETS

The Township is hereby authorized to provide for collection of municipal waste from Township property, to provide public litter baskets on sidewalks in the Township,

and to dispose of such waste in either a receptacle of a registered Collector or at designated disposal sites.

10. COLLECTORS TO FURNISH NAME AND ADDRESS OF PROPERTY OWNERS

Upon direction from the Township, each registered collector shall furnish to the Township, on a form to be provided therefore, the name and address of all owners of properties being serviced by such collector.

11. SEPARATION OF LEAF WASTE

Unless otherwise provided for composting, all persons shall keep leaf waste separate from all other forms of municipal waste and separate from recyclables. Such leaf waste shall be set out for collection in a manner to be designated by the collector and shall be delivered by the collector for processing/composting at a facility operating in accordance with Pennsylvania Department of Environmental Protection's Regulations and Guidelines for Leaf Composting Facilities. At a facility which has been issued a permit or is otherwise operating in accordance with all rules, regulations and guidelines of the Pennsylvania Department of Environmental Protection. Nothing herein shall require any person to gather leaf waste or prevent any person from utilizing leaf waste for compost, mulch, or other agricultural purposes.

**PART II – RECYCLING**

12. SEPARATION OF RECYCLABLES

- A. Recyclables shall be kept separate from municipal waste for the purpose of recycling, to the extent required by the following provisions:
1. Owners and occupants of all residential properties shall keep separate the following recyclables: clear glass containers, brown glass containers, green glass containers, bi-metal/cans, aluminum cans and newspapers. Leaf waste shall also be kept separate for the purpose of composting.
  2. Owners and occupants of all commercial, municipal and institutional establishments and properties and sponsors or organizers of community activities shall keep separate the following recyclables: clear glass containers, brown glass containers, green glass containers, aluminum cans, plastic containers, corrugated paper, newspapers and high grade office paper. Leaf waste shall also be kept separate for the purpose of composting.

3. Additionally the Township may by Resolution enumerate additional recyclables that will be required to be separated from municipal waste and collected in accordance with this Ordinance.

B. Glass containers and aluminum cans shall be emptied and cleaned. Aluminum cans and glass containers may be mixed together and placed in containers to be supplied by the registered collector. High-grade office paper shall be placed in boxes not to exceed fifty (50) pounds. Recyclables shall not be placed in the same garbage can or other container as, or otherwise mixed with, municipal waste for collection, removal or disposal. Recyclables shall not be placed in plastic bags or other disposable bags or containers made of polyethylene or other similar base.

C. Recyclables may be set out for collection in a manner different from the requirements in paragraph 12.B (above) if an alternative manner is designated by the collector.

13. PLACEMENT FOR REMOVAL OF RECYCLABLES –RESIDENTIAL (OTHER THAN MULTI-FAMILY HOUSING PROPERTIES)

A. For residential properties other than multi-family housing projects, all recyclables and leaf waste that is required to be kept separate in residential properties pursuant to Section 12.A, above, shall be placed at the appropriate location on the premises to be collected at times designated by the registered collector. The frequency of such collection shall not be less than once per month for recyclables. Leaf waste shall be collected not less than twice during the fall (November through December).

B. No person other than a registered collector shall collect or remove recyclables from any other person's property. All agreements for collection, transportation and disposition, recyclables and/or leaf waste shall be by private contract between the owner or occupant of the property where the material is generated and the registered collector who is to collect such materials.

14. PLACEMENT FOR REMOVAL OF RECYCLABLES – MULTI-FAMILY HOUSING PROPERTIES

For multi-family housing properties, all recyclables which are required to be kept separate from municipal waste in residential properties pursuant to Section 13.A above, shall either be delivered to a recycling center, or shall be picked up by a registered collector separately from municipal waste, in a prearranged manner. If any recyclables are picked up by a registered recyclables collector, then all recyclables generated at the property shall be made available to recyclables collection registrant for collection. Leaf

waste shall be collected by the registered collector as appropriate (November through December).

The landlord of every multi-family housing property shall require, by a clause in the lease or other enforceable rule or regulation that the tenants in such property comply with the requirements of this Ordinance governing separation and placement for removal of recyclables in multi-family housing properties. Every such landlord shall set up a convenient and practical collection system in such properties for the storage and placement for removal of recyclables and leaf waste generated by the residents of such properties.

The collection system must include suitable containers for collecting and sorting materials, easily accessible locations for the containers and written instructions to the occupants concerning the use and availability of the collection system.

Owners, landlords and agents of owners or landlords who comply with the aforementioned requirements relative to multi-family housing properties shall not be liable for the noncompliance of occupants of their building.

15. PLACEMENT FOR REMOVAL OR RECYCLABLES – COMMERCIAL, MUNICIPAL AND INSTITUTIONAL AND COMMUNITY ACTIVITIES

All recyclables that are required to be kept separate in commercial, municipal, and institutional establishments and properties and community activities pursuant to Section 12.A, above, shall either be delivered directly to a recycling center, or shall be picked up by a registered recyclables collector or a registered collector separately from municipal waste, in a prearranged manner. If any recyclables are picked up by a registered recyclable collector, then all recyclables generated at the property shall be made available to such recyclable collector for collection. Commercial, municipal, and institutional establishments and community activities shall not place recyclables within the public right-of-way for curbside collection, such curbside collection being intended solely for the placement of recyclables generated in residential properties other than multi-family housing properties. Leaf waste shall be collected as appropriate (November through December).

16. RECYCLING REPORTS FOR RESIDENTIAL AND MULTI-FAMILY HOUSING PROPERTIES, COMMERCIAL, MUNICIPAL AND INSTITUTIONAL ESTABLISHMENTS AND COMMUNITY ACTIVITIES

- A. Every commercial, municipal and institutional establishment and community activity sponsor shall complete a form to be designated “Recycling Report”, to be provided by the Township, which shall indicate where the property’s recyclables were delivered. Such report shall provide information on the type and amount of each material recycled,

along with such other information as may be required by Resolution of the Township.

- B. The "Recycling Report" and all weigh slips obtained from the facility or facilities to which the recyclables were delivered shall be submitted quarterly to the Township. For purposes of submitting such weigh slips and Recycling Reports quarterly to the Township, the Collector who removed the recyclables from the property shall be the agent for any person occupying a residential dwelling unit, any landlord, and any operator of a commercial, municipal and institutional establishment or the sponsor of any community activity and shall be responsible for completing and submitting such to the Township. Each such quarterly report shall be submitted on or before the last day of the first month of each quarter, for the preceding quarter. Quarters shall run on a calendar year basis, thus: January through March; April through June; July through September; and October through December.

#### 17. COLLECTION BY UNAUTHORIZED PERSON

From the time of placement for collection of residentially generated recyclable items for collection in accordance with the terms of this Ordinance, the items shall be and become the property of the Township or its authorized agent. It shall be violation of this Ordinance for any person unauthorized by the Township to collect or pick up or cause to be collected or picked up any such items. Any and each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereinafter provided.

It shall be unlawful for a person to collect, remove, or dispose of municipal waste that contains recyclables required by that person to be separated.

#### 18. PRESUMPTION OF OWNERSHIP OF MUNICIPAL WASTE

The presence of any articles containing a person's name among municipal waste or recyclables shall create a rebuttable presumption, for purposes of this Ordinance, that said municipal waste or recyclables are the property of the person whose name is found therein. This presumption can only be rebutted by clear and convincing evidence to the contrary.

### **PART III – COLLECTOR'S DUTIES**

#### 19. AUTHORIZATION OF COLLECTORS

It shall be unlawful for any person, other than such persons as are duly authorized by the Township, to collect and to transport municipal wastes of any nature or recyclables within or from the Township. Authorization shall be given only as set forth below. Authorization to collect, transport, and dispose of municipal waste or recyclables for

persons other than one's self or for whom one is acting as an agent (as defined in this Ordinance) may be given only by the Township through the issuance of a "Collectors Registration". A person who collects recyclables only shall also be required to register with the Township. A person who collects municipal waste exclusively or in addition to recyclables shall be required to register with the Township.

All registered collectors shall have an affirmative duty to follow and conduct themselves in accordance with their current County and the Commonwealth license or permit, and to service each of their customers in accordance with the requirements of this Ordinance, any failure of which shall be a violation of this Ordinance.

Collectors Registration:

1. Collectors Registration may be issued only to those persons who can comply with the provisions and intent of this Ordinance.
2. **Collectors desiring to register must furnish the following information** on a form to be prescribed and provided therefore by the Township.
  - a. The name, address, and telephone number of the collector.
  - b. The vehicle registration number, state of registration, and the make, model and size of each vehicle to be used for collection and hauling.
  - c. A list of all of the registrant's current customers in the Township, upon demand made for the same by the Township.
  - d. Any and all additional information, which the Township may request and deem necessary prior to the issuance of a license.
3. The Township may deny registration to a collector for any of the following reasons:
  - a. If the applicant's County or State issued license has previously been revoked or suspended.
  - b. If the applicant has violated, or is violating any Ordinance of the Township, the Solid Waste Management Act, the Municipal Waste Planning, Recycling and Waste Reduction Act, or any regulations of the Department of Environmental Protection relating to

the environment and to solid waste, or has been convicted of any such violation.

- c. If the applicant has any uncollected judgments filed against him resulting from lawsuits filed against him by any customer.
  - d. Where, in the Township or elsewhere, the applicant has failed to fulfill his duties as a municipal waste and/or recyclables? collector in general, or in particular has failed to pick up municipal waste in a workmanlike manner or on a regularly scheduled basis.
4. Collector's registration shall be renewed on a calendar year basis, but may be revoked at any time by the Township in accordance with the following:
- a. Failure of the registrant to furnish and provide collection and delivery of municipal waste, recyclables and leaf waste in accordance with the terms of this Ordinance and the conditions under which the registration.
  - b. Administrative Proceedings:
    - (1) In case of violation or failure to comply with the provisions of this section, the Township shall give the registrant an opportunity for a hearing thereon. Any registered collector so entitled to a hearing shall have ten (10) days after notice of his right to a hearing is given to him pursuant to this section within which to request such a hearing in writing. Failure to so request a hearing shall be deemed to constitute an admission of the violation with which he is charged and which forms the basis of the revocation of his license. In case the registration does request a hearing in accordance with this section, a hearing shall be scheduled before the Township and the licensee given ten (10) days' written notice of the time and place of the hearing at which he may appear and answer the charge.
    - (2) Upon determination that a violation did occur, the Township may issue a warning or may revoke the collector's registration.
  - c. The registration of a collector under this section does not grant a vested right to any collector to a continued right to

haul or collect municipal waste and recyclables in the Township, and the Township reserves the right to contract for municipal waste recycling and leaf waste collection services or to initiate the public collection of municipal waste and/or recyclables.

5. Conditions relating to Collectors Registration:

- a. The registered collector shall be responsible for the manners in which his employees perform work pertaining to collection and hauling of municipal waste and recyclables under the terms of this Ordinance.
- b. The registered collector shall comply with the limitations on hours and frequencies of collection set forth in Sections 6, 15, and 25 of this Ordinance.
- c. The registered collector shall pay all costs charged for the use of any disposal facilities, which he utilizes.
- d. The registered collector shall empty bulk containers (such as dumpsters), which have been provided by them to their customers, when such bulk containers become full.

20. REGISTERED COLLECTORS TO PROVIDE RECYCLABLE REMOVAL SERVICE FOR RESIDENTIAL PROPERTIES

Every collector, as a precondition to being registered to do business within the Township, shall be required to provide to its residential customers the service of removing recyclables and leaf waste from their properties at the curbside. Any such recyclables so removed by registered collectors shall be kept separate from municipal waste, and shall be taken to a recycling center for the purpose of recycling. Likewise leaf waste shall be taken to a compost facility. Registered collectors shall take all of their customers' recyclable materials to a recycling center for the purpose of recycling.

21. REGISTERED COLLECTORS TO PROVIDE RECYCLABLE REMOVAL SERVICE FOR COMMERCIAL, MUNICIPAL AND INSTITUTIONAL ESTABLISHMENTS AND PROPERTIES

Every collector, as a precondition to being registered to do business within the Township, shall be required to provide to its commercial, municipal, institutional and multi-family housing property customers the service of removing recyclables from their properties. Any such recyclables so removed by registered collectors shall be kept separate from municipal waste and shall be taken to a recycling center for the purpose of recycling likewise leaf waste shall be taken to a compost facility. Registered collectors

shall take all of their customers' recyclable materials to a recycling center for the purpose of recycling.

22. REGISTERED COLLECTORS NOT TO ACCEPT UNLAWFULLY DISPOSED-OF RECYCLABLES

No registered collector shall accept, pick up, or remove any bag or other container of municipal waste which the collector knows, or has reason to believe, contains recyclables required to be separated, combined with municipal waste. Upon discovery of such recyclables combined with municipal waste placed at curbside or otherwise placed for pickup, the collector shall affix a tag or sticker to the container containing the recyclables (which tag or sticker will be provided by the Township), retain a duplicate for his records, and deliver a triplicate to the designated office of the Township within 48 hours. When the collector utilizes tag or sticker pursuant to this section, he shall fill in the information requested thereon, including the address at which the container is located and the reason which led him to know or believe the container contained recyclables (e.g. he saw newspaper or he heard bottles rattling). The collector shall leave such container with the tag or sticker placed thereon where he found it.

23. UNLAWFUL TO TERMINATE SERVICES OF REGISTERED COLLECTOR FOR COMPLIANCE WITH THIS ORDINANCE

No person shall terminate the services of a registered collector because of such collectors compliance with the requirements set forth in Section 22 above.

24. REGISTERED COLLECTORS TO PROVIDE BULKY ITEMS REMOVAL SERVICE

All registered collectors doing business within the Township shall make available to their customers the service of removal of "bulky items" not less frequently than once per year.

25. COMPLAINTS

All complaints regarding collection of recyclables or solid waste shall initially be reported to the registered collector. Any reasonable complaint shall be given prompt and courteous attention. In the case of missed collection, the registered collector shall collect from the missed collection site not later than twenty-four (24) hours after the complaint is received. Any complaint that the registered collector fails to resolve shall be reported in writing to the Township.

26. COMMUNITY ORIENTATED CHARITABLE ACTIVITIES

Nothing contained herein shall impair or prohibit any recognized civic, fraternal, charitable or benevolent organization, association or society from undertaking or sponsoring voluntary programs or projects involving the collection of recyclables from

the public. Any such collection activity can only occur prior to the recyclable material being placed at curbside or similar location for collection by an authorized collector. Prior to initiating such activity the organization shall obtain authorization from the Township.

Nothing herein shall be deemed to prohibit any person from donating or selling any recyclables to individuals or organizations unless or until such recyclables are placed at curbside or similar location for collection by a registered Collector.

#### **PART IV – MISCELLANEOUS PROVISIONS**

##### **27. NON-INTERFERENCE WITH EXISTING CONTRACTS**

- A. Nothing contained in this Ordinance shall be construed to interfere with or in any way modify the provisions of any existing contracts, which are in force in the Township of Kennett on the effective date of this Ordinance.
- B. No renewal of any existing contract upon the expiration of the original term thereof and no new contract for the collection, storage, transportation, processing and disposal of recyclables shall be entered into after the effective date of this Ordinance, unless such renewal or such contract shall conform to the requirements of this Ordinance.

##### **28. VIOLATION AND PENALTY**

- A. No person shall violate any portion of this Ordinance.
- B. Prosecution under this Ordinance shall be instituted by any Township official, and shall be filed in the name of Township of Kennett, CHESTER County, Pennsylvania.
- C. Enforcement shall be by an action brought before a District Justice in the same manner as provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. The Township solicitor may assume charge of the prosecution without the consent of the District Attorney as required under Pa.R.Crim.P. No. 454(c) (relating to trial in summary cases).
- D. Any person violating any of the provisions of this Ordinance shall, upon conviction thereof by any of District Justice, be sentenced to pay a fine of not less than fifty (\$50.00) dollars nor more than one hundred (\$100.00) dollars, together with costs, for the first violation, not less than one hundred (\$100.00) dollars nor more than five hundred (\$500.00) dollars, together with costs, for the second, and up to one thousand (\$1,000.00) dollars, together with costs, for subsequent violations. Each day that a

violation exists shall constitute a separate offense. In default in the payment of any fine imposed hereunder, the defendant shall be sentenced to jail for a period not exceeding ninety (90) days.

- E. All fines and penalties collected for any violation of this Ordinance shall be paid to the Township treasurer.
- F. In addition to or in lieu of an enforcement action before a District Justice, the Township may enforce this ordinance in equity. In the event an abatement notice has been issued, which is being violated, or in any other appropriate circumstance, any Township official is hereby authorized on behalf of the Township to institute an action in equity for an injunction to enforce compliance herewith and/or to restrain continuous violations of this Ordinance.
- G. For purposes of this section, the doing of any act or thing prohibited by any provision of this Ordinance, or the failure to do any act or thing as to which any provision of this Ordinance created an affirmative duty, shall constitute a violation of the Ordinance, punishable as herein stated.

29. SEVERABILITY

The provisions of this Ordinance are severable, and if any section, clause, sentence, part or provision thereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair any of the remaining sections, clauses, sentences, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted if such illegal, invalid, or unconstitutional section, clause, sentence, part or provision had not been included herein.

30. REPEALER

This Ordinance repeals the previously enacted Ordinance No. 193, and any other ordinance or part thereof with which it may conflict.

31. EFFECTIVE DATE

This Ordinance shall become effective five (5) days from the date of enactment.

ORDAINED AND ENACTED into an Ordinance at a regular meeting of the Township of Kennett, Chester County, Pennsylvania, this --<sup>th</sup> day of -----, 2003.

-----

(----- SEAL)

**ATTACHMENT C**  
**SUPPORT DOCUMENTS**

**TOWNSHIP OF KENNETT  
CHESTER COUNTY, PENNSYLVANIA**

**COLLECTORS REGISTRATION**

**A registration is on file in the Office of the Secretary,**

**P.O. Box 230, Kennett Square, PA granting:**

\_\_\_\_\_

**to engage in business as a Municipal Waste/Recyclables Collector in the**

**Township of Kennett, Chester County, Pennsylvania**

**under the provisions of Ordinance No. \_\_ - \_\_\_\_\_.**

**Expires \_\_\_\_\_ Issued this \_\_\_\_\_ day \_\_\_\_\_, 2003**

**(\_\_\_\_\_ Seal) \_\_\_\_\_**

**Township Clerk**

KENNETT TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA  
APPLICATION FOR MUNICIPAL WASTE/RECYCLABLES  
REGISTRATION

Application is hereby made for a registration to engage in business as a collector of municipal waste/recyclables in the Kennett Township, Chester County, Pennsylvania, under the provisions of Ordinance No. ----- approved -----, 2003.

Name of Applicant: \_\_\_\_\_

Business Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number(s): Office: \_\_\_\_\_ Vehicle: \_\_\_\_\_

Cell: \_\_\_\_\_ Home: \_\_\_\_\_

The vehicle registration number, state of registration, and the make, model and size of each vehicle to be used for collection and hauling (Use reverse side if needed)

**VEHICLE NO. 1**

Make & Model of Vehicle: \_\_\_\_\_ Size of Vehicle: \_\_\_\_\_

Vin No.: \_\_\_\_\_ State of Registration: \_\_\_\_\_

**VEHICLE NO. 2**

Make & Model of Vehicle: \_\_\_\_\_ Size of Vehicle: \_\_\_\_\_

Vin No.: \_\_\_\_\_ State of Registration: \_\_\_\_\_

Send the following application:

1. Copy of Pennsylvania haulers license.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

Date:

Name  
Address  
State

Re: Municipal Waste & Recycling Registration for 2003

Dear Collector:

Enclosed is an application for your 2003 Municipal Waste and Recycling Registration in Kennett Township. You will note that there is no fee for this registration. All information indicated on the application must be completed in order to receive a registration. Please complete and return to: Township Clerk, P.O. Box 230, Kennett Square, Pennsylvania 19348.

Also enclosed, for your information, is a copy of our Recycling Ordinance No. \_\_\_\_\_.

Thank you.

Sincerely,

Enclosure  
cc: Correspondence File

TO: All Kennett Township Recyclables Collectors & Commercial  
Institutional Establishments

FROM: Kathy Wilde  
Township Clerk

DATE:

SUBJECT: Recycling Tonnage Report  
(First Quarter – 2003)

To whom it may concern:

Enclosed is the **First Quarter** Recycling Tonnage Report Form. As required under section \_\_\_\_ of the Township Recycling Ordinance No. \_\_\_\_, please complete this form, **sign** and return it along with supporting documentation (**weight slips**) to the Township of Kennett in the enclosed envelope.

Please note that it is required by The Department of Environmental Protection (D.E.P.) to have your **recycling company certify quantities that are recycled**. Please be sure all forms are properly **signed**. The Recycling Tonnage Report Form is required by the DEP. This form is needed to qualify the Township for recycling funds under The Municipal Waste Recycling And Waste Reduction Act (Act 101). Funds are provided to the Township under Act 101 Section 904 Municipal Recycling Program Performance Grants.

Your promptness in completing this form will be appreciated. Thank you for your cooperation.

Enclosures

TOWNSHIP OF KENNETT

RECYCLING TONNAGE CLAIM SUMMARY

Quarter Ending -- \_\_\_\_\_

NAME AND ADDRESS

Collector: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
\_\_\_\_\_

Indicate the weight (tons) of **Residential** and/or **Commercial Recyclables** that you collected within the Township of Kennett, Chester County, Pennsylvania and marketed or delivered to a processing center/material recovery facility during this reporting period.

<u>RECYCLABLES (tons)</u>	<u>RESIDENTIAL</u>	<u>COMMERCIAL</u>
Commingled	_____	_____
Newsprint	_____	_____
Cardboard	_____	_____
Computer Paper	_____	_____
Mixed Office	_____	_____
Bi-metal Cans	_____	_____
Aluminum Cans	_____	_____
Plastics (PET)	_____	_____
Plastics (HDPE)	_____	_____
Glass Containers	_____	_____
TOTAL	_____	_____
	_____	_____

I \_\_\_\_\_ certify that these recyclable tonnages are correct to the best of my knowledge and were collected within the Township of Kennett, Chester County.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

Please return form to: Township Clerk, Kennett Township, P.O. Box 230,  
Kennett Square, PA 19348

IMPORTANT NOTE: This report is due within 15 business days at the end of each 3-month quarter period. Please include all weight receipts from markets and/or processing centers when submitting this report.

Thank you for your cooperation  
Township of Kennett

**ATTACHMENT D**

**PUBLIC INFORMATION/EDUCATION**

## Public Information/Education

Implementation of a comprehensive education and information campaign will help insure the program is successful initially and over the long run. The following are suggested components for developing an education and information program that will gain public interest and increase enthusiasm and support. The components are applicable to residential and commercial recycling and/or leaf and yard waste composting programs.

- Place an advertisement in a paper of general circulation providing details of the program and its merits, suggest this be done twice per year. If a new program is to be initiated place at least one ad 30 days prior to initiation.
- Prepare and distribute news releases and public service announcements to the local media. Provide program details, program kick off date and importance of the program e.g.: waste stream reduction, saving on disposal fees, saving/reuse of valuable resource, reduction of dependence on disposal facilities and, of course, it's the law (for mandatory programs).
- Development of a slogan e.g.: send your leaves to a mulch better place; recycle today for a better tomorrow. Slogans help with program identity and purpose.
- Develop a logo representing the program that will be readily identifiable. The logo can act as a constant reminder (particularly if its placed on a refrigerator magnet or calendar).
- Prepare an instructional flier, door hanger or brochure, one that is eye catching and to the point: (i.e.: who, what, where, when and why). The flier, door hanger or brochure could be distributed by volunteers or sent with Newsletter, utility or tax bills to save on mailings. Additional brochures (and posters) could be placed in public buildings and local businesses.
- A banner or banners can help publicize the program. A banner could be used at the beginning of leaf collection, and a second banner used for grass collection (the programs first month). A banner could also be used for recycling re-enforcement (e.g.: a reminder used for earth day and other events). These banners could be used repeatedly season after season.
- Distribute promotional items that encourage participation, (e.g.: a refrigerator magnet collection calendar, pencils, pens, rulers made from recycled materials). Items that are seen or used regularly and will act as a constant reminder.
- Preparation of a recycling display outlining the programs benefits, charting participation and avoided cost of disposal, etc. The display could be placed in the Municipal Building and used at various civic events.

- Incentive programs for participation, that is: rewarding households who participate. Conduct a random drawing and if the selected household has participated (set out its recyclables on a given day) a prize is awarded or a certificate or recognition.
- Encourage and assist schools to provide for recycling/composting education programs. Youth “will” be constant reminders to adults regarding recycling and composting often our best educators of adults.

**ATTACHMENT E**

**CO-OP PURCHASE INFORMATION**

**ATTACHMENT F**

**CURRENT INFORMATION ON BURNING**

**PROHIBITION**