

TOWN OF McCANDLESS / OHIO TOWNSHIP
JOINT AUTOMATED TRASH / RECYCLING / YARD WASTE / E-WASTE
HOUSEHOLD HAZARDOUS WASTE COLLECTION, PROCESSING AND DISPOSAL
BID SHEET

4/9/21

COMPANY NAME: **Waste Management of Pennsylvania Inc.**

TOWN OF MCCANDLESS UNITS:		1,161	+	6,016	+	2,384	=	9,561
OHIO TOWNSHIP UNITS:		372	+	1,372	+	584	=	2,328
TOTAL NUMBER OF UNITS:		1,533	+	7,388	+	2,968	=	11,889
		MONTHLY 35-GALLON CART RATE	UNITS	MONTHLY 65-GALLON CART RATE	UNITS	MONTHLY 95-GALLON CART RATE	UNITS	TOTAL BASE BID ANNUAL COST
CONTRACT TERM		A.	Aa.	B.	Bb.	C.	Cc.	D.
JAN. 1, 2022 - DEC. 31, 2022	1.	\$17.06	1,533	\$19.42	7,388	\$21.77	2,968	$((A1 \times Aa1) + (B1 \times Bb1) + (C1 \times Cc1)) \times 12$ \$2,810,895.60
JAN. 1, 2023 - DEC. 31, 2023	2.	\$17.06	1,533	\$19.42	7,388	\$21.77	2,968	$((A2 \times Aa2) + (B2 \times Bb2) + (C2 \times Cc2)) \times 12$ \$2,810,895.60
JAN. 1, 2024 - DEC. 31, 2024	3.	\$17.40	1,533	\$19.81	7,388	\$22.21	2,968	$((A3 \times Aa3) + (B3 \times Bb3) + (C3 \times Cc3)) \times 12$ \$2,867,397.12
JAN. 1, 2025 - DEC. 31, 2025	4.	\$18.01	1,533	\$20.50	7,388	\$22.99	2,968	$((A4 \times Aa4) + (B4 \times Bb4) + (C4 \times Cc4)) \times 12$ \$2,967,571.80
JAN. 1, 2026 - DEC. 31, 2026	5.	\$18.64	1,533	\$21.22	7,388	\$23.79	2,968	$((A5 \times Aa5) + (B5 \times Bb5) + (C5 \times Cc5)) \times 12$ \$3,071,486.40
CONTRACT TERM:								D1+D2+D3+D4+D5
JANUARY 1, 2022 - DECEMBER 31, 2026		TOTAL BASE BID CONTRACT COST:						\$14,528,246.52

BASE BID QUOTATION IN WORDS:

		E.	Ee.	F.	Ff.	G.	Gg.	
OPTIONAL 2-YEARS		MONTHLY 35-GALLON CART RATE	UNITS	MONTHLY 65-GALLON CART RATE	UNITS	MONTHLY 95-GALLON CART RATE	UNITS	OPTIONAL 2-YEARS
JAN. 1, 2027 - DEC. 31, 2027	6.	\$19.48	1,533	\$22.17	7,388	\$24.85	2,968	$((E6 \times Ee6) + (F6 \times Ff6) + (G6 \times Gg6)) \times 12$ \$3,209,271.36
JAN. 1, 2028 - DEC. 31, 2028	7.	\$20.36	1,533	\$23.17	7,388	\$25.98	2,968	$((E7 \times Ee7) + (F7 \times Ff7) + (G7 \times Gg7)) \times 12$ \$3,354,005.76

RATES FOR ADDITIONAL SERVICES (Not used to determine total cost)

BULK ITEM - as defined including 4 to 15 bags or large items..... \$10.00
WHITE GOOD / APPLIANCE..... \$15.00

**UNDER THIS CONTRACT EVERY DESIGNATED HOUSEHOLD WILL RECEIVE
1 TRASH CART (Any Size) , 1 RECYCLING CART (Any Size), AND 1 OPTIONAL YARD WASTE CART.**

THREE OR MORE RECYCLING CARTS or YARD WASTE CARTS \$3.00 / MONTH / PER CART (Service Fee)
TWO OR MORE TRASH CARTS (any size) \$3.00 / MONTH / PER CART (Service Fee)

CONTRACT DOCUMENTS

Bid Opening - 3:00 p.m. on Wednesday, April 28, 2021

Bid Due – 2:45 p.m. on Wednesday, April 28, 2021

Contract No. 21-01

**Automated Residential Trash, Yard Waste & Recycling
Collection, Disposal & Processing and At-the Door E-Waste and Household Hazardous Waste
Collection Processing and Waste Disposal**

**TOWN OF MCCANDLESS
9955 Grubbs Road
Wexford, PA 15090**

**OHIO TOWNSHIP
1719 Roosevelt Road
Pittsburgh, PA 15237**

Questions concerning the attached Contract Documents may be referred to Robert T. Grimm and John Bojarski for the Town of McCandless from 9:00 to 5:00 pm and John L. Sullivan, Jr. and LuAnn Barna, for Ohio Township from 8:00 am to 4:00 pm. Monday through Friday.

This package represents all documents a successful Bidder shall be responsible for implementing. Please return the entire package with the appropriate, completed information.

Proposal being submitted by:

Waste Management of Pennsylvania Inc.
Company Name

CONTRACT DOCUMENTS INDEX

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ARTICLE 1 - Bidding Documents

Invitation to Bidders

Bid Proposal

Bid Bond

Non-Collusion Affidavit

Bidder's Experience/Qualifications (Forms 1-5)

Notice of Award

INVITATION TO BIDDERS

Notice is hereby given that the Town of McCandless, 9955 Grubbs Road, Wexford, PA 15090 and Ohio Township, 1719 Roosevelt Road, Pittsburgh, PA 15237, **will accept sealed bids for the following contract until 2:45 p.m., to be opened at 3:00 p.m., on Wednesday, April 28, 2021 at the Town of McCandless Town Hall, 9955 Grubbs Road, Wexford, PA 15090.**

CONTRACT NO. 21-01

Automated Residential Trash, Yard Waste & Recycling Collection, Disposal & Processing and At-the-Door E-Waste and Household Hazardous Waste Collection Processing and Waste Disposal

Provide Trash collection and disposal, collection of recyclables and yard waste for delivery to permitted and/or approved recycling and/or yard waste composting facilities from all single-family and multi-family dwelling units with individualized trash collection covered by this contract located in the Town of McCandless and Ohio Township, as more clearly specified in the Contract Documents.

All questions should be addressed to Ohio Township by email at lbarna@ohiotwp.org and the Town of McCandless by email at Administration@townofmccandless.org. Questions must be received no later than 12:00 p.m. on Friday, April 16, 2021. A written response will be sent to all registered Bidders. This response will be considered an official addendum to the Bid Documents.

Proposals shall be submitted upon forms provided by the Municipalities and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the Bid. **Faxed bids will not be accepted.**

The Municipalities reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Municipalities.

Robert T. Grimm
Town Manager
Town of McCandless

John L. Sullivan
Township Manager
Ohio Township

BID

Pennsylvania Inc.

Proposal of Waste Management of (hereinafter called "Bidder"), organized and existing under the laws of the State of Pennsylvania, doing business as Waste Management of Pennsylvania Inc. / Solid Waste and Recycle Collection
In compliance with your Invitation for Bids, Bidder hereby proposes:

Contract No. 21-01

Automated Residential Trash Yard Waste & Recycling Collection, Disposal & Processing and At-the-Door E-Waste and Household Hazardous Waste Collection Processing and Waste Disposal

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to perform the Work in strict accordance with the Contract Documents during the contract term at the prices specified below. Bid quotation must be made both in figures and words. The bid form provides estimated quantities for each service to be provided by the Bidder solely for the purpose of establishing a common standard for comparing bids. Estimated units are provided only for calculation purposes of the bid and are not intended to represent actual service requirements. The low bid will be determined as the lowest aggregate cost for all services **derived from the sum of D1 + D2 + D3 + D4 + D5 in the Bid Form**, based upon the estimated units, to be provided for the entire sixty (60) month term of the contract with two (2) optional years.

This respectfully submitted:

By: Michael Magee (L.S.)

(Printed) Michael Magee

Title: Vice President & Assistant Secretary

Address: 625 Cherrington Pkwy.. Moon PA 15108

Phone: 412 893 4900 or 724 350 6733

Date: April 28, 2021 (Seal)

Attest: [Signature]



McCandless/Ohio – Automated Residential Trash, Yard Waste & Recycling Collection, Disposal & Processing

BID BOND

Contract 21-01

**Automated Residential Trash, Yard Waste & Recycling
Collection, Disposal & Processing and At-the-Door E-Waste and Household Hazardous Waste
Collection Processing and Waste Disposal**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

Waste Management of Pennsylvania, Inc.

as Principal, and Western Surety Company

as Surety, are hereby held and firmly bound unto The Town of McCandless, 9955 Grubbs Road, Wexford, PA 15090 and Ohio Township, 1719 Roosevelt Road, Pittsburgh, PA 15237, Allegheny County, Pennsylvania,

in the sum of Ten Percent of the bid amount (^{10% of the bid} \$ amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, the 28th day of April, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the following Work: Automated Residential Trash, Yard Waste and Recycling Collection, Disposal and Processing and At-the-Door E-Waste and Household Hazardous Waste Collection Processing and Waste Disposal.

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

McCandless/Ohio – Automated Residential Trash, Yard Waste & Recycling Collection, Disposal & Processing

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal Waste Management of Pennsylvania, Inc. (L.S.)

DocuSigned by:

Diana Seng

(Seal)

FAD02FA0C1C1467

Diana Seng, Assistant Treasurer

Surety Western Surety Company

By *Andrea M. Penaloza* (Seal)
Andrea M. Penaloza, Attorney-in-Fact

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

NON-COLLUSION AFFIDAVIT

Contract No. 21 – 01

**Automated Residential Trash, Yard Waste & Recycling
Collection, Disposal & Processing and At-the-Door E-Waste and Household Hazardous Waste
Collection Processing and Waste Disposal**

State of Pennsylvania _____:

County of Allegheny _____

I state that I am Vice President & Assistant Secretary of Waste Management of Pennsylvania Inc..

(Title)

(Name of Firm)

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 any intentionally high or non-competitive 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 non-competitive bid.
- (5) Waste Management of Pennsylvania Inc. _____,
(Name of Firm)

its affiliates, subsidiaries, officers, director 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 Waste Management of Pennsylvania Inc. understands and
(Name of Firm)

acknowledges that the above representations are material and important and will be relied on by the Town of McCandless and Ohio Township in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Town of McCandless and Ohio Township of the truth relating to the submission of bids for this contract.

Michael Magee

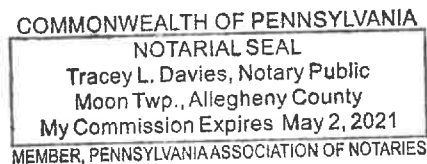
Michael Magee Vice President & Assistant Secretary

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 27th DAY OF April, 2021

Tracey L. Davies

Notary Public

My Commission Expires: 5-2-2021



Bid Form 1

BIDDER'S EXPERIENCE / STATEMENT OF QUALIFICATIONS

Name of Contractor: Waste Management of Pennsylvania Inc.

Office Address: 625 Cherrington Pkwy., Moon PA 15108

Phone Number: 412 893 4919 or 724 350 6733

Years in Business 52 Years

Briefly state your qualifications and experience for performance of the Contract.

Waste Management is the leading provider of comprehensive waste management environmental services. We own or operate 252 landfills site which is the largest network of landfills in the industry. We are the leading recycler in North America handling material that include paper, cardboard, plastic metal and electronics.

Please identify the Contractor's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Contractor is a public corporation, the officers, the members of the board of directors and shareholders holding more than three (3) percent of the corporate stock. **N/A**

Please identify any subcontractors for collection and/or processing and disposal, their principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the contractor is a public corporation, the officers, the members of the board of directors and shareholders holding more than three (3) percent of the corporate stock.

N/A

List 5 Representative County or Municipal Contracts

Name/Contact	Address	Phone	Dates/Type/ Value of Contract
Review attached listing			

Bid Form 2 - Facilities

Identification and location of the processing and disposal companies

List the name, location and distance from the Town of McCandless and Ohio Township for the facilities proposed for use in providing the services specified in the Contract. Attach the documents required by each facility in Section 130, Section 400 and Section 420.

Disposal Facility(ies): Arden Landfill	Location: 300 Rangos Lane Chartiers twp. Washington County	Distance in Miles: <u>31</u> Town of McCandless: <u>32</u> Ohio Township: <u>31</u>
Recycling Facility(ies): Greenstar LLC	Location: 4100 Grand Ave Pittsburgh PA 15225	Distance in Miles: <u>6</u> Town of McCandless: <u>7</u> Ohio Township: <u>6</u>
Yard Waste Composting Facility (ies): Waste Management, Valley Compost	Location: Pleasant Valley Road, Irwin PA	Distance in Miles: <u>29</u> Town of McCandless: <u>29</u> Ohio Township: <u>30</u>
At-the-Door Electronic and Hazardous Waste Processing and Disposal Waste Management Inc.	Location: 301 Stanhope St. Pittsburgh PA 15204	Distance in Miles: <u>7</u> Town of McCandless: <u>8</u> Ohio Township: <u>7</u>

Bid Form 3 - Experience of Personnel

Provide a list of personnel in key positions and attach one copy of the summary of qualifications form for each person so identified; additional sheets may be attached to the form with a maximum of two extra pages per person (General Manager, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, etc.). Include and identify as such, the person who will serve as the public spokesperson, as required in the Contract, and appear at public events with the Municipalities.

List key personnel below: (attach a qualifications form found on the next page for each)

<u>Name</u>	<u>Position/Title</u>
Rob Tepsich	Director of Operations
Lisa Chobot	Customer Experience Manager
Erika Deyarmin	Public Affairs Coordinator
Matt Lind	Operation Manager
BJ Popovich	Residential Operation Manager

The Municipalities expect to communicate directly with one individual designated for ultimate responsibility for the Contract. The Municipalities will be notified immediately of any changes to this information. Provide all of the following information.

Contractor's Primary Contact Person for Contract Implementation

Name: Michael Christ

Mailing Address: 625 Cherrington Pkwy., Moon PA 15108

Direct Phone Line: 412 893 4919 Mobile: 724 350 6733

Fax: 412 893 4919 Email: mchrist@wm.com

Review attached listings

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Summary of Qualifications Form

Name:

Position:

Experience in planning and implementing automated residential trash, yard waste and recycling collection, processing, marketing programs.

Industry training and/or certifications.

Record of operational experience indicating at least five years of experience in the collection of trash, yard waste and recyclables, either for a municipality or other government entity.

Describe experience in hiring, training and managing the work force necessary to do the work.

How does Contractor address replacing key personnel who leave?

WM has an extensive pool of personnel to pull from until a suitable replacement is found. We interview internally as well as nationally. All key employees are required to go through the same background checks for all positions.

Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?

All new hires will go through a background check and drug test. Random drug tests are performed in compliance with the law. We have an outside vendor and MRO that set up the review drug and alcohol tests.

Describe in detail the Contractor's employee/driver training program. Use additional sheets or attachments, if necessary. **Each employee participates in a Mission to Zero accident and injury prevention program. All employees work in a drug free workplace. Employees are subject to random / post accident drug and alcohol tests.**

What steps will the Contractor take to teach staff the specific requirements of the Contract?

The contract is reviewed by all departments. Any changes are communicated immediately. Any changes will be reviewed by the township.

Bid Form 4 – Equipment

List the vehicle information for each service category. Indicate, for those vehicles to be used to serve this contract, the number of each model and make listed; if they are currently owned, if on site at the hauler's location, the license number & any company vehicle ID number and the date of delivery if not currently owned or on site. No vehicle used to serve this contract shall be more than eight years old at any time during contract life.

Service Type	Chassis Make Model (Year)	Body Make Model (Year)	Now Owned	Now Onsite	MVB Tags/ Company ID No.	Anticipated Delivery Date
Trash	2021 Mack or Auto	2021 Heil or EZ Pack	No	No	New purchase to be determined	11 01 2021
Recycle	2021 Mack or Auto	2021 Heil or EZ Pack	No	No	New purchase to be determined	11 01 2021
Yard Waste	2021 Mack or Auto	2021 Heil or EZ Pack	No	No	New purchase to be determined	11 01 2021
Bulk Items	2021 Mack or Auto	2021 Heil or EZ Pack	No	No	New purchase to be determined	11 01 2021

State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedule for preventative maintenance. Specify any services subcontracted and to whom.

All trucks go through a daily and monthly inspection and are scheduled for a preventative maintenance every 150 hours of service.

State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction repair.

Repairs are scheduled through our driver vehicle inspection report which the driver fills out daily.

Any defect or repairs are completed within 24 hours. Six vehicles are onsite for spares.

List Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and while in-route. Use additional pages or attachments, if necessary.

Four mechanics are on site during operation hours to handle or exchange trucks for any breakdowns. Any trucks that can't be repaired on the road will be replaced within 2 hours.

Bid Form 5 - Methods of Operation

The Municipalities anticipate their current history of growth to continue over the next ten years economic downturn notwithstanding. In McCandless, this projects to be up to fifteen (15) new customer units per year throughout the sixty-month contract period. In Ohio Township, this projects to be an average of thirty (30) new customers per year throughout the sixty (60) month contract. These projections are estimates only and are not binding on the Municipalities. Describe how Contractor plans to accommodate for the effect over time of uneven volumes of potential new residential units on route work loads. **WM has a variety of computer programs to track routes. Routes are balanced as well as activity communicated to the customer. Accounts are set up through our customer service department located in Moon Township. (0800 866 4460). Exchanges of carts will be handled through the Moon office.**

List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to the Contractor by the Municipalities. **Calls from the municipality will be handled either from the Moon office or Ambridge operation.**

Explain how Contractor will deal with issues such as missed pick-ups, blocked containers, contamination or excess waste. **Calls from residents will be handles within 24 hours. The driver has the ability to note any blocked carts, excess amount of trash and contamination with his onboard computer.**

Describe Contractor's procedures to be used by the Municipalities to schedule and assure reliable container delivery for new locations and special collections.

Once WM is notified of a new home, the cart will be in place prior to the resident moving in. Residents can call our CS department to schedule any special pic ups or change in service needs

The Municipalities require a fully automated collection system for trash, yard waste and a single stream recyclables collection system in which all recyclables are commingled in one container. The materials for recycling collection include aluminum cans, bi-metal cans, 1-2 plastics, newsprints, magazines, corrugated cardboard and all mixed paper.

The contract includes an At-the-Door E-Waste and Household Hazardous Waste Collection, Processing and Disposal System.

Indicate how you will provide this fully automated system for Trash, Recycling and Yard Waste Collection, Processing and Disposal:

CNG trucks will be purchased prior to the start of the contract.

Material will be landfilled at Arden Landfill, Chartiers Township, Washington County. Yard waste will be sent to our compost facility, Valley Landfill, Westmoreland County. Recycle materials will be taken to Greenstar LLC, Neville Island, Allegheny County.

Categorize how you will process each recyclable commodity:

Curbside / Commingled - Single Stream

Reused - Single Stream

Processed as Waste - Single Stream

Describe in detail below the ability of the Contractor to provide a yard waste composting system. Yard Waste will be taken to Valley Landfill, Permitted for Composting.

Signed: Michael Magee

Title: VP ASST SECRETARY

Describe your ability and method to conduct an At-the-Door E-Waste and Household Hazardous Waste Collection, Processing and Disposal System.

**Review the attached flyer which information sent to all residents with the procedure for our “At your Door” program
Sample: Ross Twp. Flyer**

If desired by the Bidder, other sheets describing additional information, in particular regarding the above questions, references or work under way may be attached.

Owner may request written information such as financial data, equipment list and current work-load status.

NOTICE OF AWARD

TO:

DATE:

**WORK DESCRIPTION: Contract No. 21-01
Automated Residential Trash, Yard Waste & Recycling and At-the-Door E-Waste and Household Hazardous Waste Collection, Disposal & Processing**

The Town of McCandless and Ohio Township have considered the Bid submitted by you for the above-described Work in response to its Invitation to Bidders dated _____, and the related Contract Documents.

You are hereby notified that your Bid or portions thereof and in accordance with the letter of award dated _____ have been accepted as shown in your Bid Proposal.

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds and certificates within ten days from the date of this Notice, the Town of McCandless and Ohio Township will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to the Town of McCandless, 9955 Grubbs Road, Wexford, PA 15090 and Ohio Township, 1719 Roosevelt Road, Pittsburgh, PA 15237.

TOWN OF MCCANDLESS

OHIO TOWNSHIP

By: _____
Robert T. Grimm, Manager

By: _____
John L. Sullivan, Jr., Manager

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2021.

By: _____

Title: _____

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

ARTICLE 2 - Instructions to Bidders

- 2.01 General
- 2.02 Submission and Opening of Bids
- 2.03 Determination of Low Bid
- 2.04 Award/Contract Execution and Notice of Award
- 2.05 Contract Documents
- 2.06 Bidders to Investigate; Interpretation of Contract Documents Prior to Bidding
- 2.07 Bid Security/Contract Execution
- 2.08 Withdrawal or Modification of Bids
- 2.09 Alteration of Bids and Documents
- 2.10 Right to Reject or Accept Bids
- 2.11 Qualifications and Experience of Bidders

2.1 GENERAL

The following instructions relate to the proper form and method for submitting bids; to the accompanying security; to provisions for the letting of the Contract and to such other matters. It is a condition to the Municipalities' evaluation of bids and possible award of the Contract that each bidder carefully examine all of the Contract Documents, to completely satisfy themselves as to the nature and location of the work as well as all site conditions that may affect performance of the work.

Unless otherwise indicated in the Contract Documents, alternate bids will not be considered. Unless all bids are rejected, and except as otherwise provided by law, the award will be made to the lowest responsive and responsible bidder. In any discrepancy between words and figures, the words will take precedence.

2.2 SUBMISSION AND OPENING OF BIDS

The Town of McCandless and Ohio Township, herein also referred to as the "Municipalities," will receive sealed bids. Such bids shall be submitted on the blank Bid Form which is part of these Contract Documents; shall state the proposed price of the work, both in words and figures. Bids must be signed in ink. Bids that are not so priced and signed will be rejected.

The bid and Contract Documents must be submitted intact, sealed and addressed to the Town of McCandless, 9955 Grubbs Road, Wexford, PA 15237. The Bidder's name and address shall be marked in the upper left-hand corner and the words **"SEALED BID FOR CONTRACT NO. 21-01"** shall be clearly marked in the lower left-hand corner of the sealed envelope. Hand delivered bids shall be delivered to the Administrative Office. It is the responsibility of each Bidder to make sure that its bid is received by the Administrative Office prior to the date and time set for opening of the bids. Upon the Bidder's failure to comply with the foregoing, the Municipalities may treat the bid as "non-responsive" and return it to the Bidder unopened. No liability or responsibility shall be attached to any representative of the Municipalities for premature opening of any bid not properly addressed and identified.

Bids must be firm and shall be subject to acceptance by the Municipalities for at least 120 days from the date bids are opened. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions of the Contract Documents, it may be rejected. The bid may also be rejected if the services offered by the Bidder are determined by the Municipalities not to be in substantial conformance with the Contract Documents including the technical specifications.

Bidders shall not remove and submit bid pages separately but shall submit their bids bound with the complete volume of Contract Documents including all pages correctly assembled. The bid should be properly executed, and be accompanied by all bonds, certificates, questionnaire forms and other supporting information and documents, as described in the Contract Documents.

If you are conducting business as an individual, you must insert your full name and resident address in the body of the bid. If you are conducting business as a partnership, the individual names and addresses of all members of the partnership must appear in the body of the bid. If you are conducting business as a corporation, the name of the corporation, its principal office and state of incorporation must appear in the body of the bid and the bid must be executed by an authorized officer of the corporation.

Unless otherwise so provided, failure to comply with any of the above provisions shall be cause for rejection of the bid, at the option of the Municipalities.

2.3 DETERMINATION OF LOW BID

The bid form provides estimated quantities for each service to be provided by the Bidder solely for the purpose of establishing a common standard for comparing bids. Estimated units are provided only for calculation purposes of the bid and are not intended to represent actual service requirements. The low bid will be determined as the lowest aggregate cost for all services **derived from the sum of D1 + D2 + D3 + D4 + D5 in the Bid Form**, based upon the estimated units, to be provided for the entire sixty (60) month term of the contract.

2.4 AWARD/CONTRACT EXECUTION AND NOTICE TO PROCEED

The Municipalities reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Municipalities. In the event a Bidder fails, refuses or neglects to provide any requested information or documents within the time stated in the Contract Documents or any other request of the Municipalities, the Municipalities will have the right to reject its bid as non-responsive.

All bids will remain open for acceptance by the Municipalities for one hundred twenty (120) calendar days after the bid opening. A time extension may be made by the written mutual consent of the Municipalities and the lowest responsible Bidder.

The Notice of Award will be made by letter mailed to the awarded Bidder. The Municipalities intend to issue the Notice of Award within thirty (30) calendar days of the Contract award. The Bidder should not order any materials or equipment or make any financial commitments concerning this Contract until receiving the Notice of Award. Bidders that do work or prepare to do work prior to receiving the Municipalities' Notice of Award are proceeding at their own risk.

2.5 CONTRACT DOCUMENTS

Contract Documents may be obtained at the Town of McCandless municipal building at 9955 Grubbs Road, Wexford, PA 15090.

Submission of a bid constitutes a representation by the Bidder to the Municipalities that the Bidder has reviewed the Contract Documents in their entirety, has analyzed all applicable provisions, terms, conditions and sections and related information in

preparation of its bid and will perform services in strict conformity with the Contract Documents. This representation is a material inducement for the Municipalities consideration of the Bidder for this Contract.

2.6 BIDDERS TO INVESTIGATE: INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

Bidders are required to submit their bids upon the following express conditions which will apply to and be deemed a part of every bid received:

Bidders must satisfy themselves, by personal examination of the work locations and by such other means as may be necessary or helpful as to the actual and exact conditions existing, the character and requirements of the work and the difficulties intent upon its execution and analyze all laws and regulations which may affect the work.

Failure of the Bidder to recognize site conditions that affect the work shall not be considered sufficient cause for an increase in the Contract Price.

The submission of a bid will constitute an incontrovertible representation of the Bidder that the Bidder has and will comply with every term, condition and requirement of the Contract Documents and that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the work.

Potential bidders seeking clarification of the Contract Documents must submit to the Municipalities a written request for interpretation not later than seven days before the bid due date. Any clarification will be made by addenda sent to persons or firms requesting bid documents. Only written addenda shall be binding upon the Municipalities. Telephone and/or oral representations may not be relied upon for the interpretation of the Contract Documents and shall not be binding upon the Municipalities.

2.7 BID SECURITY/CONTRACT EXECUTION

Bids shall be accompanied by a certified check or properly executed bid bond on the form included herein, with corporate surety approved to do business in the Commonwealth of Pennsylvania and satisfactory to counsel for the Town of McCandless and Ohio Township and with valid power of attorney attached, in the amount of not less than ten (10%) percent of the bid amount. For purposes of this provision, the “bid amount” is the aggregate cost for all services **derived from the sum of D1 + D2 + D3 + D4 + D5 in the Bid Form**, based upon the estimated units, to be provided for the entire sixty (60) month term of the contract. The bond or bid security shall be payable to the Town of McCandless and Ohio Township, as security that the Bidder, if awarded the Contract, shall enter into a written contract with the Municipalities, on the form included herein, and supply to the Municipalities all required bonds and other documents, materials or items required to be executed, delivered, or supplied by it.

Upon failure on the part of such Bidder to enter into a written contract with the Municipalities (and return all required documents to the Municipalities, including performance and payment bonds and insurance certificates, after proper execution) within ten (10) calendar days (or, if the tenth calendar day is a Saturday, Sunday or legal holiday, the next calendar day) after receipt of such Contract by the Bidder at the address given in its bid, such defaulting Bidder and its surety shall be liable to the Municipalities for the damages sustained by the Municipalities by reason of such default. In such event, the Bidder's liability shall not be limited to the amount of the bid security which accompanied its bid. If the bid security was a certified check, such check shall be cashed by the Town of McCandless and Ohio Township and deposited forthwith to the Municipalities' account. If the Municipalities' actual damages are less than the amount deposited, the excess shall be returned to the defaulting Bidder. No allowance for interest or the like shall be paid or payable by the Municipalities on any bid security.

The bid security of all Bidders whom the Municipalities believe have a chance of receiving the award may be retained by the Municipalities until the earlier of the tenth (10th) calendar day after the effective date of the Contract or the one hundred twenty-first (121st) calendar day after the bid opening.

2.8 WITHDRAWAL OF BIDS

Each bidder agrees that it will not withdraw its bid within 120 calendar days from the date of the opening of bids, except as permitted by law. Upon submission of a proper request to the municipal Managers or designee, in writing, and identification of the one making the request, a bid may be withdrawn, at any time prior to the designated time for the opening of bids. Certain bids may be withdrawn after the bid opening if in compliance with the Act of January 23, 1974, P.L. 9 No. 4 §1 et seq., 73 P.S. §1601 et seq., entitled "Public Contracts - Withdrawal of Bids" (for the purposes of this section, the "Act") subject to the limitations and conditions contained therein. Included in the conditions of the Act are that the Bidder deliver credible evidence to the Municipalities within two (2) working days after opening the bids of a clerical mistake, as opposed to a judgment mistake, that was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.

Unless a bid has been formally withdrawn as provided above, it shall be deemed open for acceptance until the Contract Agreement has been executed by both the Bidder and the Municipalities or until the Municipalities manifest that they do not intend to accept the bid. Notice of Acceptance of any one bid shall not constitute rejection of any other bid or manifestation that the Municipalities do not intend to accept any other bid.

Bids may be modified prior to the bid opening only by the provision to the Municipalities of written notice of the Bidder's need to modify the previously submitted bid and the timely submission of a modified bid, both of which must be received by the Municipalities before the bid due date and time.

2.9 ALTERATION OF BIDS AND DOCUMENTS

Bids must be submitted upon the Bid Form provided herewith and must be properly executed. Do not change the wording of the Bid Form. Any alteration of, erasure within, or addition to the Bid Form or the attempt to submit a bid subject to any statement of conditions, contingencies or limitations are not binding upon the Municipalities and may be cause for rejection of the bid.

2.10 RIGHT TO REJECT OR ACCEPT BIDS

The Municipalities reserve the right, which is understood and agreed to by all Bidders, to reject any or all bids; to waive any informality, non-material change or clarification in any part or provision of the submitted Contract Documents; or to accept any bid, should the Municipalities determine that it is in their best interest to do so. The Municipalities' decision on the qualification of any Bidder or the adequacy, responsiveness, propriety or timeliness of the bid and/or its decision to reject any or all bids or to accept any bids shall be final, binding and uncontestable as to all bidders.

The Municipalities may consider the qualifications and experience of subcontractors, Contractors, and other persons and organizations proposed by the Bidder for portions of the work in determining whether the Bidder is a responsible bidder.

2.11 QUALIFICATIONS AND EXPERIENCE OF BIDDERS

Each Bidder must be regularly engaged in and have at least five (5) years of experience in performing the type of work required for this Contract. No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, licenses, permits, patents and/or personnel necessary to satisfactorily enable it to prosecute and complete the work successfully and perform the work in accordance with the Contract Documents.

Bidders are expected to complete and furnish complete information in response to Bid Forms 1 through 5 to allow the municipalities to review and determine the responsibility of the Bidder and its ability to capably perform the work. Failure to furnish such information may result in the rejection of the Bid.

ARTICLE 3 - Contract Provisions

GENERAL

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RIGHTS AND DUTIES OF CONTRACTOR

3.3 Contract Responsibilities

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RIGHTS AND DUTIES OF THE MUNICIPALITIES

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3.24 Assignment or Pledge of Moneys by Contractor

3.25 Audit

3.26 Contract Rights

3.27 Interpretation

3.28 Nondiscrimination/Sexual Harassment Clause

3.29 Litter Grant/Clean Up Day Assistance

3.30 Severability

3.1 DESCRIPTION OF THE WORK

Provide trash collection and disposal, collection of recyclables and yard waste for delivery to permitted and/or approved recycling and/or yard waste composting facilities from all single-family and multi-family dwelling units with individualized refuse collection located in the Town of McCandless and Ohio Township, as more clearly defined in the Contract Documents. All single-family and multi-family dwelling units with individualized trash collection, located in the Municipalities have mandatory inclusion and shall be charged as described for services provided in the Contract.

3.2 DEFINITIONS

Wherever the words defined in this Section, or pronouns used in their stead, occur in the Contract Documents, they shall have the meanings given as follows:

- A. ADDENDA- refers to written or graphic instructions issued by the Municipalities prior to the opening of Bids which clarify, correct or change any of the Contract Documents.
- B. BID-means the set of documents, including the Bid Form, signature sheets, Bid Bond, Certificates and other forms to be completed or information to be supplied or submitted therewith, prepared and submitted by the Bidder for the Work.
- C. BONDS- refer to bid, performance and payment bonds, and any other instruments of security, requested or required by the Contract Documents.
- D. CONTRACT-means the Contract Agreement entered into by and between the Municipalities and the Contractor, covering the Work to be performed which incorporates all Contract Documents and sets forth the terms of the agreement between the Municipalities and the Contractor and any duly executed changes, modifications or amendments thereto pursuant to the Contract Documents.
- E. CONTRACT DOCUMENTS-means the full and collective set of documents which form the Contract, including: Invitation to Bidders; Legal Notice; Bid Form; Bid Bond; Non-Collusion Affidavit; Bidder's Experience and Equipment Questionnaire; Supplemental documents and information required by the specifications; Notice of Award; Instructions to Bidders; Contract Provisions; Contract Agreement; Performance Bond; Specifications; Drawings; all Addenda issued by the Municipalities prior to the time of opening of Bids, if any; and any duly executed changes, modifications and/or amendments to the Contract made and approved by the Municipalities' Board of elected officials prior to Contract completion and any other form or document described as part of this Contract.
- F. CONTRACT PRICE-means the rates set forth in the Contractor's Bid and payable to the Contractor as stated in the Contract Documents.
- G. CONTRACT TERM-means the sixty (60) month period commencing January 1, 2022 through December 31, 2026.

- H. CONTRACTOR, or where appropriate in context, “Contractor,” means the person or persons, partnership or corporation designated as such in the Contract Agreement, acting directly or through their or its agents or employees. Where a covenant, representation or warranty is made by the Contractor, it shall also extend to and cover any individual, agent or employee acting for or on behalf of the Contractor, including subcontractors.
- I. MUNICIPAL MANAGER, where the word “Municipal Manager or designee” appears in the text it shall mean the Municipalities’ Appointed Representative or designee acting within the scope of his/her duties.
- J. JOB SITE-means the geographic boundaries within the Municipalities, each having its business address as follows: the Town of McCandless premises at 9955 Grubbs Road, Wexford, PA 15090 and Ohio Township, 1719 Roosevelt Road, PA 15237 where certain portions of the Work are to be performed or located, or any other location described in the Contract Documents.
- K. NOTICE OF AWARD-refers to the written notice by the Municipalities to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein and within the time specified therein, the Municipalities will deliver the Contract to the successful bidder for execution.
- L. MUNICIPALITIES-refers to the Town of McCandless, 9955 Grubbs Road, Wexford, PA 15090 and Ohio Township, 1719 Roosevelt Road, Pittsburgh, PA 15237, or any officer or agent duly authorized (in writing) to act for the said parties, in the execution of the Work called for under this Contract, such officers or agents acting within the scope of their duties as authorized in a writing signed by the Manager.
- M. SPECIFICATIONS, or “Technical Specifications,” refers to those portions of the Contract Documents consisting of written technical descriptions of services, labor, materials, equipment, standards and workmanship as applied to the Work and certain details thereof.
- N. SUBCONTRACTOR- refers to an individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of any part of the Work. Unless otherwise indicated, the term Subcontractor shall include Contractors of the Contractor and Contractors of Subcontractors.
- O. WORK, means, for the Contract, all the Work and all the workmanship, materials, labor and equipment required for the performance and completion of the Contract, including all labor, services, plant machinery, apparatus, appliances, tools, supplies and all other services and/or things required by the Contract Documents to be done, furnished or performed throughout the Contract Term as prescribed herein and according to the requirements of the Municipal Managers.

Any pronouns used in relation to, or in place of, any of the words or combinations of words, herein defined, shall have the same meaning as the words or combinations of words themselves.

Wherever the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used in the Contract Documents, it shall be understood that the directions, requirements, permission, orders, designation or prescription of the Municipal Managers are intended. Similarly, the words “approved,” “acceptable,” “suitable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Municipal Managers in each case.

3.3 CONTRACT RESPONSIBILITIES

The Contractor represents and warrants that it has thoroughly examined and has become familiar with the Contract Documents and determined the nature of the Work, the general and local conditions, the availability of labor, materials, supplies, and equipment and all other matters which can in any way affect the Work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract nor be grounds for any claim based on unforeseen conditions.

3.4 INSURANCE

The Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from the Contractor’s performance of the Work and the Contractor’s other obligations under the Contract Documents, whether it is to be performed by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable for not less than the following amounts or greater if required by law.

A. **Workers Compensation:** The Contractor shall carry this as required by PA State Law

B. **General Liability: Limits not less than:**

\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence (Bodily Injury and Property Damage)

The Contractor’s General Liability insurance should also include:
Comprehensive form, Premises and Operations, Contractual Liability (blanket or specific), and Independent Contractors.

C. **Automobile:** \$1,000,000 Bodily Injury and Property Damage Combined-Each Accident

- D. **Excess Liability:** \$3,000,000 Each Occurrence/\$3,000,000 Annual Aggregate (This limit extends over the General Liability and Auto Liability limits shown above)
- E. **Cyber Crime:** Cyber Incident Response -\$1,000,000 Each Occurrence
Funds Transfer Fraud- \$250,000 Each Occurrence
System Damage and Rectification Costs- \$1,000,000 Each Occurrence

The policies of liability insurance so required to be purchased and maintained shall:

- A. Excepting workers' compensation insurance, include as additional insureds the Municipalities, the Municipal Managers and any other persons or entities identified by the Municipalities, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;
- B. Include contractual liability insurance covering the Contractor's indemnity obligations.
- C. Remain in effect throughout the Contract Term.

All insurance required by the Contract Documents (including this section) to be purchased and maintained by the Contractor shall be obtained from insurance companies that are duly licensed or authorized in the Commonwealth of Pennsylvania for the issuance of insurance policies for the limits and coverages so required and have a minimum "A.M. Best" rating of "A." Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents and provided below.

If the insurance contains deductibles, the Contractor shall pay all costs and expenses not covered because of such deductibles. All insurance shall be on an occurrence basis.

Within ten (10) days following the Notice of Award and prior to commencing any Work, the Contractor shall provide to the Municipal Managers (with copies to each additional insured identified in the Contract Documents), Certificates of Insurance evidencing the required insurance (as well as any other evidence of insurance requested by the Municipalities or any other additional insured). Each certificate shall, in addition to the insurance coverage, contain the following:

- A. Inception and expiration dates of insurance policy(ies).
- B. Limits of liability.
- C. Nature of coverage(s) provided including special hazards, if required.
- D. Name(s) of insurance company(ies).
- E. Policy number(s)
- F. Notation of deductible and self-insurance retention applicable to any contract of insurance.
- G. Notation of policy endorsement that provides for thirty (30) calendar days prior written notice to the Municipalities in the event of change, canceling or renewal;

- and
- H. Underlying insurance requirements for excess liability contracts.

The Municipalities will accept no certificate which exculpates the issuer or reduces any right conferred on the Municipalities by the above certificates, nor will the Municipalities accept certificates unless the certificates bear the signature of a direct representative of the insurance company authorized to do business in Pennsylvania.

The Contractor will furnish a certificate of renewal or extension of the policy for a policy that expires during the term of this contract thirty (30) calendar days prior to the expiration date of the policy.

Waiver of Subrogation

The Municipalities and Contractor intend that all policies purchased related to the Work will protect the Municipalities, and all other persons or entities identified by the Municipalities to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery or subrogation against any of the insureds or additional insureds thereunder. To the extent coverage is provided under such policies of insurance, the Municipalities and the Contractor waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages cause by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and all other persons or entities identified by the Municipalities to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance otherwise payable under any policy so issued.

3.5 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the Municipalities from and against any and all damages, costs, including attorneys' fees, judgments, settlements, claims or expenses of any nature arising out of its performance under the Contract. To the fullest extent permitted by law, the Contractor, for itself and for its subcontractors and suppliers and their respective agent, employees and servants, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the Municipalities pursuant to this indemnity provision.

Compliance with insurance requirements shall not relieve the Contractor of any responsibility to indemnify the Municipalities for any liability. Indemnity obligations shall not be reduced or negated by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim or refusal to defend the Municipalities as an additional insured.

3.6 PERMISSION TO SUBLET OR ASSIGN

The Contract Agreement may not be assigned by the Contractor nor may any obligation of the Contractor under the Contract Documents be assumed by any other person or third party without the prior written consent of the Municipalities and concurrence by the surety(s). The Contractor shall be required to present a request for such an assignment to the Municipalities, in writing, for consideration and approval, and the assignment shall be consummated only upon receipt of the written approval of the Municipalities. In the case of the Municipalities approval, the Contractor shall file copies of all related legal documents with the Municipalities. The Contractor may execute portions of this Contract through any of its subsidiaries, affiliates, Subcontractors, or licensees, however, the Municipalities will administer this Contract solely through the Contractor and will not deal directly with any subsidiary, affiliate, Subcontractor or licensee.

3.7 CONCERNING SUBCONTRACTORS AND OTHERS

The Contractor shall not employ any Subcontractor, or other person or entity for the performance of the work, including those initially acceptable to the Municipalities as indicated in the next paragraph below, whether initially or as a substitute, against whom the Municipalities may have a reasonable objection. In the event the Contractor fails or refuses to replace, within a reasonable time, any Subcontractor, other person or entity working for the performance of the work, to which the Municipalities have taken reasonable objection, the Municipalities may stop the Contractor's performance until such time that a replacement is effectuated. The Contractor shall be liable for any and all damages related to any stoppage of the Contractor's performance under this Section. This Section shall not limit the Municipalities right to recover for breach of Contract or any other legally recognizable cause of action.

The Contractor shall establish the qualifications of all Subcontractors and will make sure that they comply with the insurance requirements according to Section 3.04. The Municipalities acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor or other person or organization working at the Municipalities may be revoked upon the Municipalities written objection, in which case the Contractor shall submit a substitute acceptable to the Municipalities. No acceptance by the Municipalities of any such Subcontractor or other person or organization shall constitute a waiver of any right of the Municipalities to reject defective Work.

The Contractor shall be fully responsible to the Municipalities for all acts and omissions of its Subcontractors and other persons and entities performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the Contractor is responsible for its own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor or other person or entity any contractual relationship between the Municipalities and any such Subcontractor or other person or entity, nor shall it create any obligation on the part of the Municipalities to pay or to see to the payment of any monies due any such Subcontractor, or other person or entity.

All Work performed at the Municipalities for the Contractor by a Subcontractor will be pursuant to an appropriate agreement between the Contractor and the Subcontractor which specifically binds the Subcontractor to the terms, conditions, requirements and

prohibitions of the Contract Documents for the benefit of the Municipalities. Whenever any such agreement is with a Subcontractor who is listed as an additional insured on the Contractor's property insurance, the agreement between the Contractor and the Subcontractor will contain provisions whereby the Subcontractor waives all rights against the Municipalities, the Contractor and all other additional insureds for all losses and damages caused by arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or any other entity engaged to do the Work, the Contractor will obtain the same.

With regard to any claim or dispute with respect to payment of a Subcontractor at any tier, the Contractor expressly agrees to defend, indemnify and hold the Municipalities harmless in the event any suit is brought on account of a dispute between any of the parties including, but not limited to, Subcontractors and material men. The Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction and shall keep the Municipalities advised as to all developments.

A list of all Subcontractors must be submitted at the time of bid opening with the bid for the Municipalities review and approval of Subcontractors.

Supervision and Superintendence - Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

3.8 AUTHORITY OF THE MUNICIPALITIES

The Municipalities shall be the sole judge of the intent and meaning of the Contract Documents and its decisions thereon and its interpretations thereof will be final, conclusive and binding on all parties.

The Municipal Managers or designee shall be the representative of the Municipalities during the life of the Contract and will observe the Work in progress on behalf of the Municipalities. The Municipal Managers shall have the authority:

- A. To act on behalf of the Municipalities to the extent expressly provided in the Contract or otherwise as approved, in writing, by the Municipalities Board of elected officials.
- B. To determine the amount, quality, acceptability and fitness of all Work, materials and equipment required by the Contract.
- C. To decide all questions which arise in relation to the Work, the performance thereof, and the fulfillment of the Contract.

It shall be the Contractor's obligation to immediately document in writing with the Municipal Managers or designee's signature acknowledging agreement of any and all of the above. If the Contractor shall fail to immediately so document and so obtain the

Managers written agreement and signature, the purported exercise of the authority of the Managers cannot be used against the Municipalities, their employees, agents, or their Board members by any person or entity.

Any delay, failure or omission of the Municipalities to exercise any rights or powers shall not impair any such rights or powers, nor shall the same be construed to be a waiver thereof or any acquiescence therein, nor shall any such action or inaction by the Municipalities alter or impair the rights of the Municipalities.

3.9 RESERVED

3.10 RIGHT TO TEST OR INSPECT

The Municipalities reserve the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to the provisions of the Contract Documents including the Specifications.

3.11 CONTRACT TERM AND LIQUIDATED DAMAGES

A. Contract Term

The Contract Term shall be a sixty (60) month period to begin on January 1, 2022 through December 31, 2026, subject to pre-service requirements as stated in the Contract Documents.

B. Time is of the Essence

TIMELINESS OF PERFORMANCE IS OF THE ESSENCE IN COMPLETION OF THIS CONTRACT. The Contractor's attention is directed to the fact that the successful and timely performance of the Work, as specified in the Contract Documents, is a critical element of this Contract.

C. Liquidated Damages

Provisions for time of performance and liquidated damages are set forth in Article 5, Specifications, Sections 143 - SERVICE DISRUPTIONS DUE TO WEATHER; 145 - SERVICE DISRUPTIONS NON-WEATHER RELATED. 148 - MISSED AND MAKE-UP COLLECTIONS WITHIN THE CONTRACTOR'S CONTROL and 960 - LIQUIDATED DAMAGES.

3.12 RESERVED

3.13 APPLICATIONS FOR PAYMENT

The following sections will be considered Section 3.13, as well as Article 4, Specifications, Section 700 - PAYMENT FOR CONTRACT SERVICES IN; Section 720 - ADJUSTMENTS & PAYMENTS INDEXING, Section 721 - PETITION FOR UNUSUAL OR UNANTICIPATED COSTS, Section 730 - PAYMENT PROCEDURE.

3.14 RESERVED

3.15 MUNICIPALLY FURNISHED MATERIALS AND EQUIPMENT

The Contractor shall furnish all materials and equipment required to complete the Work, except those specified herein (if any) to be furnished by the Municipalities.

3.16 RESERVED

3.17 RESERVED

3.18 RESERVED

3.19 NOTICES

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered mail, return receipt requested, or by electronic email transmission to the parties at the following respective addresses:

Town of McCandless
9955 Grubbs Road
Wexford, PA 15090
(412) 364-0616
Administration@townofmccandless.org

Ohio Township
1719 Roosevelt Road
Pittsburgh, PA 15237
(412)364-6321
sully@ohiotwp.org; lbarna@ohiotwp.org

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

3.20 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE OF MUNICIPALITIES

Acceptance by the Contractor of final payment shall release the Municipalities and any representative of the Municipalities, from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and from every act, omission or neglect of the Municipalities and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor from obligations under this Contract. Failure of the Municipalities or any of its agents or representatives during the progress of the Work to discover or reject Work not in accordance with the Contract Documents shall not be considered an acceptance or a waiver of deficiencies therein, and payment to the Contractor by the Municipalities shall not be considered an acceptance of any Work that is not strictly in accordance with the Contract Documents.

3.21 DISPUTES AND CLAIMS

Should any dispute or controversy whatsoever arise between the Municipalities and the Contractor, whether sounding in breach of Contract, tort, including negligence or strict liability, or otherwise, then the Contractor shall give written notice to the Municipalities of the Contractor's claim within twenty (20) days of the occurrence from which the claim arises or, if later, from the date the Contractor had actual knowledge or should have known of such occurrence. Such notice shall be accompanied by all documents or other information that Contractor contends supports or substantiates such claim. Contractor's failure to provide timely written notice as provided herein shall result in a waiver of such claim.

Within sixty (60) days following receipt of written notice of Contractor's claim, the Municipalities, by written notice to the Contractor, may elect to require the Contractor or parties to a contract with the Contractor to proceed pursuant to the American Arbitration Association's current Commercial Industry Rules, in which case the judgment and award rendered by the arbitrators may be entered in any court having jurisdiction thereof and to the extent so determined by the arbitrators, the fees, costs and expenses of the arbitration shall be borne by the party against whom the arbitration is determined. Should the Municipalities not elect to proceed through the arbitration, the Contractor and parties who contract with the Contractor shall then be limited to an action at law initiated in the Allegheny County Court of Common Pleas. The Municipalities may initiate an action against the Contractor in arbitration, law, or equity, at their option, and the Contractor agrees that the various courts located in Allegheny County, Pennsylvania, shall have jurisdiction of both the person and subject matter alleged in any complaint, and any arbitration shall be within Allegheny County, unless the Municipalities desire to file elsewhere. Nothing contained in this provision is intended or shall be construed to entitle the Contractor to demand arbitration, it being understood and agreed that such determination shall be at the sole discretion of the Municipalities.

Contractor waives its right to a jury trial in any court proceeding arising from or involving this Agreement.

The Contractor shall continue performance of the Work notwithstanding and during any arbitration or legal proceedings, unless otherwise agreed by the Contractor and the Municipalities in writing. If the Contractor is proceeding with the Work, or any portion thereof, under protest, the Contractor must notify the Managers in writing, prior to commencing such Work.

3.22 BONDS

Before this Contract can be executed, the Contractor shall furnish a corporate surety bonds or letters of credit written by an acceptable bank as security for the performance of the Contract and for the payment of all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract.

Said bonds or letters of credit must be in the amount of 20% of the bid amount. For purposes of this provision, the “bid amount” is the aggregate cost for all services **derived from the sum of D1 + D2 + D3 + D4 + D5 + two (2) Optional Years in the Bid Form**, based upon the estimated units, to be provided for the entire sixty (60) month term of the contract.

The bonds shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the municipalities of the renewability of the current bonds at least 90 calendar days before it expires.

The bonds shall be for the use and benefit of the Municipalities, with a surety company authorized to do business in the Commonwealth of Pennsylvania and acceptable to the municipalities. Said bonds shall be conditioned that such Contractor shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract, and shall be further conditioned that any person(s) performing such work or services, said bonds shall contain appropriate recitations that it is issued pursuant to this Section of this Contract, that it shall be construed to meet all requirements specified herein and that any condition or limitation in such bonds which is in conflict with the conditions and requirements of this Section is void.

Such bonds shall be submitted to, and subject to approval of the municipalities prior to its effective date.

Failure of the Contractor to furnish and maintain said Performance and Payment Bond shall be considered a material breach of this Contract and grounds for its immediate termination at the option of the municipalities.

3.23 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall give all notices and comply with all laws and regulations applicable to performance of the Work. Except where otherwise expressly required by applicable laws and regulations, the Municipalities shall not be responsible for monitoring the Contractor’s compliance with any laws or regulations.

If the Contractor performs any Work that is contrary to applicable laws and regulations, the Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

The Contractor shall, throughout the performance of the Contract, keep itself fully informed of all existing and future laws and regulations in any manner affecting those engaged or employed in the Work, or in any way affecting the conduct of the Work. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws and regulations, the Contractor shall forthwith report the same, in writing, to the Municipal Managers or designee.

The Contractor shall, at all times itself observe and comply with and cause all its agents and employees to observe and comply with all such existing and future laws and regulations and shall protect and indemnify the Municipalities, their Board members, officers, employees and agents against any claims or liability arising from or based upon violation of such laws and regulations, whether by itself or its agents or employees.

3.24 ASSIGNMENT OR PLEDGE OF MONEYS BY CONTRACTOR

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the Municipalities of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

3.25 AUDIT

The Contractor shall maintain in its office full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting Contractor's work on this Contract. The Municipalities may require an audit of such records at any requested time, at the Municipalities expense. Such audit will be conducted by another reputable, competent certified public accounting firm with experience in auditing public service companies selected by mutual agreement of the municipalities and the Contractor. Audit information will be kept confidential, except as public disclosure laws may require disclosure.

3.26 CONTRACT RIGHTS

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative, and in addition to rights existing at common law. Payment by the municipalities and performance by the Contractor do not waive their contract rights. Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right another occasion. The use of one remedy does not exclude or waive the right to use another.

3.27 INTERPRETATION

This Contract shall be interpreted as a whole and to carry out its purposes. This Agreement constitutes the full and integrated agreement between the parties in relation to the Work. Neither party is relying upon any prior or contemporaneous oral or written representations, promises, negotiations, covenants or other understandings of any kind.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

The parties agree that, regardless of the circumstances of its creation, this Contract shall not be presumptively construed in favor of or against either party hereto.

3.28 NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Each Contract entered into by a Governmental Agency shall contain the following provisions by which the Contractor agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work or any other activity required under the Contract or any subcontract,

The Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- B. Neither the Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed or color.

- C. Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

- D. Contractors shall not discriminate by reason of gender, race, creed or color against any Subcontractor or Contractor who is qualified to perform the work to which the Contract relates.

- E. The Contractor and each Subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records and accounts by the Municipalities and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

- F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each Subcontractor.

- G. The Municipalities may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

3.29 LITTER GRANT/CLEAN UP DAY ASSISTANCE

The hauler will provide an annual grant to each community in the amount of \$2,500 to be used for litter clean- up efforts as well as up to a 30 yard roll off container for placement of trash collected during the clean- up days. This would not exceed 2 events per year. In return the hauler will be noted as a prime sponsor of the community's clean- up day efforts.

3.30 SEVERABILITY

If any term, covenant or condition of this Agreement which shall prove to be invalid, void or illegal it shall in no way affect, impair or invalidate any other term, covenant or condition hereof and the remaining terms, covenants and conditions hereof shall nevertheless remain in full force and effect.

ARTICLE 4
Contract Agreement

AGREEMENT
Contract No. 21-01

THIS AGREEMENT, made this _____ day of _____, 2021, by and between the TOWN OF MCCANDLESS AND OHIO TOWNSHIP Allegheny County, Pennsylvania, hereinafter called “Municipalities” and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall provide all labor, materials and supervision necessary to complete the Work in a timely and professional manner.
2. The Contractor will provide Automated Residential Trash, Yard Waste & Recycling Collection, Disposal & Processing and At-the-Door E-Waste and Household Hazardous Waste Collection Processing and Waste Disposal for a sixty (60) month period as stated in the Contract Documents unless the period for completion is otherwise modified by the Contract Documents.
3. Terms used in the Agreement which are defined in the Contract Provisions, if included in the Contract Documents, shall have the meanings indicated in the Contract Provisions.
4. The term “Contract Documents” means and includes the following, but shall not be limited to:
 - A. Invitation to Bidders
 - B. Legal Notice
 - C. Bid Forms
 - D. Bid Bond
 - E. Performance Bond
 - F. Bidders Experience, Facilities, Qualifications, Methods of Operation and Equipment Questionnaires
 - G. Non-Collusion Affidavit
 - H. Notice of Award
 - I. Instructions to Bidders
 - J. Contract Provisions
 - K. Agreement
 - L. Specifications
 - M. Addenda
 - N. Supplemental documents and information required by specifications
 - O. Executed changes, modifications and/or amendments
5. The Contractor agrees to complete the Work as described in the Contract Documents for the rates set forth in its Bid.

6. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
7. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their dully authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

ATTEST:

TOWN COUNCIL
TOWN OF Mc CANDLESS

Secretary

Council President

Robert T. Grimm, Manager/Secretary
9955 Grubbs Road
Wexford, PA 15090
412-364-0616

ATTEST:

BOARD OF SUPERVISORS
TOWNSHIP OF OHIO

Manager

Chairman

John L. Sullivan, Jr., Manager
1719 Roosevelt Road
Pittsburgh, PA 15237
412-364-6321

ATTEST:

CONTRACTOR:

Title

Address

Telephone

Article 5

Specifications for Automated Residential Trash, Recycling, Yard Waste Collection, Disposal & Processing, and At-the-Door E-Waste and Household Hazardous Waste Collection, Processing and Waste Disposal.

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A. OVERVIEW

Section 10 Purpose and Intent

The Municipalities intend to engage the Contractor to collect Trash, Yard waste and recyclables by an automated method subject to the actual award of services from all single-family homes and 2-family dwellings in McCandless and all single family homes and multi-family dwellings individually owned in Ohio Township within the Collection area and to process Yard waste and/or Recyclables into marketable products. All such Structures have mandatory inclusion, subject to any exclusions set forth in the specifications or municipal ordinances and shall be as described for services provided in the Contract.

Section 11 Description of Services

Public health and safety, as well as environmental protection, are of primary importance to the Town of McCandless and Ohio Township. Therefore, the Municipalities intend to implement through contracted services a fully integrated municipal solid waste management program that encourages waste minimization and increases opportunities for recycling and organic composting.

The Municipalities require fully automated collection of the trash, recyclables and yard waste. Collection of trash, recyclables and yard waste will be provided to all structures for one base collection rate. In addition to the base collection rate, a variable rate for disposal based on the sizes of Carts for trash will also be provided. The variable rate options will include the following sizes of trash Carts: 35-gallon, 65 gallon or 95 gallon. A separate disposal rate for bulk, White Goods / Appliance and volume pick-ups is provided.

Collection for trash and recyclables shall be weekly for 12 months of the year.

Each residential unit will select one Cart for recyclables from the following choices: 35 gallon, 65 gallon, 95 gallon. The Municipalities requires single stream curbside collection of recyclables that includes aluminum cans, plastics #1 & 2 bi-metal cans, newsprint, magazines, and multi grades of corrugated cardboard and other mixed paper. Recyclables may be added or subtracted upon mutual agreement between both the Municipalities and Contractor based on changes of acceptable recycling material markets.

Collection of yard waste shall be weekly for 9 months of the year with special seasonal collections for natural Christmas trees. Residents will have the option to purchase composting paper bags at a retail store or from the Town of McCandless or receive a 95 gallon yard Cart in which to place yard waste at the curb for collection. Residents shall also have the option to compost yard waste in their yards or utilize mulching mowers.

In addition to curbside collection, the Municipalities desire containerized collection at municipal Facilities, and selected pre-arranged locations for special collections.

COLLECTION OF TRASH, YARD WASTE AND RECYCLABLES

The Contractor will provide and pay for the full selection of trash, recycling and yard waste Carts with universal compatibility with standard industry Cart tipping mechanisms.

Residents may use composting bags purchased at retail outlets or from McCandless (McCandless residents only) provided they meet the requirements of the composting facility

and the Municipalities.

The Contractor will bill for services and collect payments from each residential unit.

Section 18 Background Information

The following information is provided for the use and consideration of the Bidder. This offers no warranties as to the accuracy of the estimates, projections or information.

DESCRIPTION	TOWN OF MCCANDLESS	OHIO	TOTAL UNITS
Single family residences projected for January 1, 2022 (includes McCandless' two-family dwellings)	8,607	1,972	10,579
Multi Family Dwellings	798*	411	1,209
Private Road Dwellings	156	49	205
Residential Waste Disposed 2020	8,832.44 T	2,045.51 T	10,877.95T
Residential Recovered Recyclables 2020	2,917.24 T	582.98 T	3,500.22T
Backyard Collection Set-out Rate 2020	85	5	90
Curbside Yard waste Recovery 2020 Tons	2,997.15 T	464.64T	3,461.79T
Cart Deliveries and Exchanges 2020	731	200	931

* Are currently contracted, but not mandated.

Section 20 Definitions

In addition to capitalized terms that are defined elsewhere, the following meanings apply:

“Addenda” refers to written or graphic instructions issued by the Municipalities prior to the opening of Bids which clarify, correct or change any of the Contract Documents.

“Backyard Collection Service” A location at which the Contractor must walk or drive beyond the curbside to retrieve Carts for collection.

“Bags” – Plastic sacks designed for refuse with sufficient wall strength (8 mls.) to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 lbs.

“Base Collection Rate” – The monthly cost per unit for trash collection service, which includes the collection of 1 trash cart, no more than 2 recycling carts and no more than 2 optional yard waste carts & E-Waste and Household Hazardous Waste.

“Bid” means the set of documents, including the Bid Form, signature sheets, Bid Bond, Certificates and other forms to be completed or information to be supplied or submitted therewith, prepared and submitted by the Bidder for the Work.

“Bid Bond” – The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Bidders, submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter in the Contract.

“Bonds” refer to bid, performance and payment bonds, and any other instruments of security, requested or required by the Contract Documents.

“Bulk Item ” – "Bulk Items" shall include such items as chairs, tables, armoires, chests, headboards, couches, mattresses, hutches, and dressers, picnic table or bench (unattached), interior doors (other than bi-fold), ladders up to and including 6', garage door opener assembly, basketball backboard or pole (in sections of no more than 6' in length), swing sets (unassembled), four (4) to fifteen (15) individually cut and tied bundles of carpeting each measuring no more than 4 feet in length, and meeting the weight requirements, and other items as agreed by the parties.

“Bulk Waste” – waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Carts. Pianos, organs, spas, hot tubs, and furnaces will be excluded from the definition of bulk waste.

“Cart” means a 35, 65 or 95-gallon (approximate size) plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and wheeled container shall be considered interchangeable. Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Cart weights, when full, shall not exceed manufacturer's specifications.

“Collection area” means that portion of the Municipalities in which the Contractor provides collection services as described in Section 100.

“Community activities” – Events sponsored in whole or in part by a municipality, or conducted within a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

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

“Construction Debris” – Waste building materials resulting from construction, remodeling, repair or demolition operations.

“Container” means a metal or plastic receptacle used for Trash, Yard waste and Recycling collection.

“Contract” means the Contract Agreement entered into by and between the Municipalities and the Contractor, covering the Work to be performed which incorporates all Contract Documents and sets forth the terms of the agreement between the Municipalities and the Contractor and any duly executed changes, modifications or amendments thereto pursuant to the Contract Documents.

“Contract Documents” means the full and collective set of documents which form the Contract, including: Invitation to Bidders; Legal Notice; Bid Form; Bid Bond; Non-Collusion Affidavit; Bidder’s Experience and Equipment Questionnaire; Supplemental documents and information required by the specifications; Notice of Award; Instructions to Bidders; Contract Provisions; Contract Agreement; Performance Bond; Specifications; Drawings; all Addenda issued by the Municipalities prior to the time of opening of Bids, if any; and any duly executed changes, modifications and/or amendments to the Contract made and approved by the Municipalities’ Board of elected officials prior to Contract completion and any other form or document described as part of this Contract.

“Contract Price” means the rates set forth in the Contractor’s Bid and payable to the Contractor as stated in the Contract Documents.

“Contract Term” means the sixty (60) month period commencing January 1, 2022 through December 31, 2026 with 2 optional years.

“Contractor” means the person or persons, partnership or corporation designated as such in the Contract, acting directly or through their or its agents or employees. Where a covenant, representation or warranty is made by the Contractor, it shall also extend to and cover any individual, agent or employee acting for or on behalf of the Contractor, including subcontractors.

“Corrugated paper” – A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

“Curbside” – From any Structure, the nearest point at the side of a municipal or State maintained roadway, or from a Multi Family Dwelling with a private roadway, the nearest point at the side of the private roadway, provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the roadway for collection.

“Curbside Recycling” means recycling services generally provided to Single Family Structures individually owned units in Multi Family Dwellings. Recyclables are placed by customers at curbside locations for collection.

“Detachable Container” (also at times referred to as “dumpster”) means a watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover. The term shall also apply to Containers of other material of similar size when approved by the Municipalities. Detachable Containers shall have no jagged edges or holes.

“Disposal” – The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of this Commonwealth.

“Disposal Site” – A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation

centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

“Excess Waste” – Waste material, ordinarily large items, not including food waste or garbage permitted to be discarded outside a trash Cart.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease and bones; paper which has been contaminated with food, fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper.

“Garbage” means all discarded putrescible municipal solid waste matter but not including sewage or sewage sludge, human excrement or Yard waste.

“Generator” – A person or municipality that produces or creates a municipal waste.

“Hazardous Waste” – Waste designated as hazardous by the United States Environmental Protection Agency or the Pennsylvania Department of Environmental Protection.

“Job Site” means the geographic boundaries within the Municipalities, each having its business address as follows: The Town of McCandless premises at 9955 Grubbs Road, Wexford, PA 15090 and Ohio Township, 1719 Roosevelt Road, PA 15237 where certain portions of the Work are to be performed or located, or any other location described in the Contract Documents.

“Large Items” – Items that are too large to be placed inside the cart or inside of a 30 gallon bag, with an individual weight no greater than that allowed for a cart or bag and which do not meet the definition of a bulk item. These items include lamps, large toys, vacuum cleaners, and other small household appliances; up to three (3) individual cut and tied bundles of carpeting measuring no more than 4 feet in length; aluminum and plastic resin lawn furniture, basketball hoop, bed rails for one bed, bicycle (not a stationary or exercise bike), card table, chair (kitchen, dining, outdoor-plastic or metal), hot tub cover, screen door, bi-fold door, step ladder, child’s toy swimming pool, as well as other items of similar size, weight and compactable nature, and other items agreed to by the parties.

“Leaf waste” –Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

“Leachate” – A liquid that has permeated through or drained from solid waste.

“Letter of Credit” – A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the Municipalities) for non-performance in amounts and under conditions as may be specified in the agreement.

“Marketed” – The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

“Missed Collection” – Trash, Recycling, Yard waste, E-Waste, Household Hazardous Waste, bulk or special collection not serviced on the scheduled day of collection.

“Municipal Manager” where the word “Municipal Manager or designee” appears in the text it shall mean the Municipalities’ Appointed Representative or designee acting within the scope of his/her duties.

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

“Municipal Waste Landfill” – A facility using land for disposing of municipal waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

“Municipal Waste Management Plan” – A comprehensive plan for an adequate municipal waste management system in accordance with Chapter 272, Subchapter C (relating to municipal waste planning).

“Municipalities” refers to the Town of McCandless, 9955 Grubbs Road, Wexford, PA 15090 and Ohio Township, 1719 Roosevelt Road, Pittsburgh, PA 15237, or any officer or agent duly authorized (in writing) to act for the said parties, in the execution of the Work called for under this Contract, such officers or agents acting within the scope of their duties as authorized in a writing signed by the Manager.

“Multi Family Dwellings” – Structures for residential living consisting of attached units but with each unit separately owned.

“Notice of Award” refers to the written notice by the Municipalities to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein and within the time specified therein, the Municipalities will deliver the Contract to the successful bidder for execution.

“Overflow Waste” – Waste outside of trash cart collected for no additional charge.

“Oversized / Specialty Items” – Any item not fitting into a Cart nor classified as a large or bulk item.

“Performance Bond” – A corporate surety bond that guarantees compensation to the Municipalities in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract’s Specifications.

“Permit”- A permit issued by the Department to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance and permit renewal.

"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 offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities and resource recovery facilities.

“Recyclables” means mixed waste paper (including corrugated cardboard), newspapers, magazines, bi-metal and aluminum cans, plastic containers and materials, and any other material designated by the Commonwealth of Pennsylvania or either or both of the Municipalities as recyclable.

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

"Recycling Facility" – A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

“Refuse” – Discarded waste materials in a solid or semi- liquid state, consisting of trash, rubbish or a combination thereof.

“Residence, Residential” means any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.

“Residential Unit” – A group of rooms located within a building and forming a single inhabitable unit with facilities that are used or are intended to be used for living, sleeping, cooking and eating. Buildings are included that contain five or less separate or contiguous single-family dwelling units with each unit to be treated separately for purposes of billing.

"Source-separated Recyclable Materials" – Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

“Specifications” or **“Technical Specifications,”** refers to those portions of the Contract Documents consisting of written technical descriptions of services, labor, materials, equipment, standards and workmanship as applied to the Work and certain details thereof.

“Structure” means all single and two-family homes, and multifamily dwellings of five units or less as well as multifamily dwellings of more than five units that are separately owned. It also means those Municipalities Facilities that the Municipalities may at its sole discretion include in the Contract.

“Subcontractor” refers to an individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of any part of the Work. Unless otherwise indicated, the term Subcontractor shall include Contractors of the Contractor and Contractors of Subcontractors.

“Total Monthly Cost” – The combined total cost per month of Collection Service for Trash, Yard waste, Recyclables, E-Waste and Household Hazardous Waste, Excess (Overflow) Waste and No Cost Bulk Item Waste.

“Trash” –Any discarded municipal waste material including garbage, refuse, White Goods-Appliances, excess waste, bulk items, large items, volume pick-ups but not including recyclables, yard waste or leaf waste.

“Volume Pick-ups” shall include collection of large quantities of bagged excess waste from clean-outs of attics, basements, and garages, etc., provided the waste meets the definition of acceptable waste. Construction Demolition Waste, and Household Hazardous Waste, will not be considered acceptable waste for Volume Pick-ups. Additional details are found in Section 138.

“Wheeled Container” means a 35 65 or 95gallon (approximate size) plastic Container equipped with wheels, handles and a tight-fitting cover. Wheeled Containers are capable of being mechanically unloaded into the Contractor’s collection vehicles. The term Cart and Wheeled container shall be considered interchangeable.

“White Goods/Appliances” shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers and trash compactors and other items as agreed by the parties. Removal and certification of Freon removal will be required from the resident prior to collection.

“Work” means, for the Contract, all the Work and all the workmanship, materials, labor and equipment required for the performance and completion of the Contract, including all labor, services, plant machinery, apparatus, appliances, tools, supplies and all other services and/or things required by the Contract Documents to be done, furnished or performed throughout the Contract Term as prescribed herein and according to the requirements of the Municipal Managers.

“Yard waste” means plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens, *Yard waste does not include* loose soils, sod; Food Waste, including from gardens or orchards; Food compost; plastics and synthetic fibers; lumber; any wood or tree limbs over four (4) inches in diameter; human or animal excrement; noxious weeds and soil contaminated with hazardous substances. With the exception of Christmas trees, materials larger than four inches in diameter and four feet in length shall not be considered yard waste and shall not be subject to collection under the terms of this contract.

“Yard waste Composting Facility” – A facility that is used to compost leaf waste, or leaf waste and grass clippings, garden residue, tree trimmings, chipped shrubbery and other vegetative material. The term includes land affected during the lifetime of the operation, including, but not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection and transportation activities, and other activities in which the natural surface has been disturbed as a result of or incidental to operation of the facility.

Any pronouns used in relation to, or in place of, any of the words or combinations of words, herein defined, shall have the same meaning as the words or combinations of words themselves.

Wherever the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used in the Contract Documents, it shall be understood that the directions, requirements, permission, orders, designation or prescription of the Municipal Managers are intended. Similarly, the words “approved,” “acceptable,” “suitable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Municipal Managers in each case.

Section 30 Contractor Responsibilities

The Contractor shall be responsible for:

1. Furnishing all carts, skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract.
2. All actions and activities of its subcontractors.
3. Supplying all records and information required by this Contract.
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by municipal ordinance).
5. Paying all applicable taxes.
6. Complying with applicable laws and regulations.
7. Performing all work in a timely, thorough and professional manner.

8. Disposing of Trash collected by the Contractor from the Structures specified by the Municipalities at a facility designated in the Allegheny County Municipal Solid Waste Management Plan.
9. Billing and collecting payments for services from each residential unit.
10. Processing and marketing recyclables collected by the Contractor from the structures specified by the municipalities.
11. Processing into a marketable product yard waste collected by the Contractor from the Structure specified by the Municipalities.
12. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.

Section 40 OSHA, Health and Environmental Laws

The Contractor shall comply with the Federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the General Safety Law, Title 43 Pennsylvania Statutes and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste, Yard waste, and Recyclables.

Section 50 Vehicle Specifications

All Primary Vehicles used in the performance of this Contract shall be fueled with Compressed Natural Gas (CNG). The Township requires the Contractor to demonstrate on the Bid Forms access to a fueling station with a reliable source of CNG sufficient for all vehicles utilized in the Contract to complete the routes as scheduled. Vehicles shall be equipped with fuel tank capacity of sufficient volume to complete the routes as scheduled and, with the exception of the bulk waste collection vehicle, shall be equipped to provide fully automated collection of wheeled carts.

The Contractor must take into consideration in the selection of collection vehicles for this Contract that for many roadways, private drives, and developments the use of large capacity collection vehicles is prohibitive. In addition, cul-de-sacs are prevalent throughout the Township and could affect the size and turning radius of collection vehicles. The Contractor is expected to provide vehicles to meet any conditions which may be encountered and that meet the Primary Equipment specifications. A list of private roadways, drives and housing developments is provided in the Appendices.

All vehicles used for collection shall be registered with the Commonwealth of Pennsylvania, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair and shall be painted in a uniform manner.

At the start of this Contract, all vehicles used in collection shall be no more than 1 year old and in good operating order.

During the life of this contract, all vehicles, body and chassis, used in collection shall be no older than the contract term years old and in excellent operating order. All vehicles shall be kept in a clean and sanitary condition. All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits.

Collection vehicles shall be painted in Contractor's color or colors, the Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste. The vehicles shall be numbered consecutively, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number on all collection trucks. Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the Carts or containers and material specified for each structure on its route. All vehicles used by management personnel, including route supervisors, shall be equipped so they are able to use cell phones with voice mail. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the Commonwealth of Pennsylvania.

Section 60 Ownership of Equipment

All vehicles, facilities, equipment, and property used in the performance of this Contract, including Carts or Containers, shall be wholly owned by the Contractor. Upon commencement of the contract, the Contractor will take ownership of all carts within the Municipalities inventory and will transfer them to their own inventory facility no later than January 31, 2022. The Contractor will permit residents to use the existing carts in their possession at the beginning of the Contract until the end of their lifespan.

Section 65 Vehicle Maintenance and Inventory

The Contractor shall provide to the Municipalities with the bid documents a complete inventory showing each vehicle (type, capacity, and approximate age) used for performing the Contract, which vehicles shall conform with specifications set forth in Section 50. No later than 30 days prior to Contract implementation, the Contractor shall confirm and verify the inventory provided with the bid documents. Upon approval of the Municipalities, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly. The Contractor shall provide the Municipalities with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Section 70 Traffic Laws; Noise Control

Noise. All collection operations shall be conducted as quietly as possible and shall conform to any Federal, State, County and Municipal noise level regulations, including the requirement

that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The Municipalities may conduct random checks of noise emission levels to ensure such compliance.

Section 80 Contractor's Office

The Contractor shall maintain within the continental United States a customer service center with toll free telephone service, electronic mail communication, customer service website, mobile application, and such staff as needed to resolve complaints, requests for missed collections, and other coordination with the Municipalities' staff.

Phone service shall include multiple lines and voice mail. A dedicated phone/fax line and electronic mail capacity shall be provided for communication with the Municipalities. The Contractor's office staff shall return any voice mail and email messages within 24 hours. Office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday EST. Voice mail shall be available after hours. After hours voice mails and e-mails shall be returned at the beginning of the next business day.

B. COLLECTION SERVICES

Section 100 Collection Area and Schedule

The Contractor shall provide all collection services called for in this Contract within the Town of McCandless/Ohio Township.

Within the Collection area, all materials shall be collected from the same Structure on the same day of the week. The Contractor shall establish a collection schedule with the knowledge and consent of the Municipalities. Procedures for allowable scheduling changes during the term of the Contract are provided in Section 123.

Trash and Recyclables shall be collected weekly year-round. Yard waste shall be collected weekly from the first full week in March through the second Friday after Thanksgiving. During the first two full weeks of January unless otherwise directed by the Municipalities, natural Christmas Trees cut in lengths up to 6' will be eligible for collection as Yard waste. Trash, recyclables, and seasonal yard waste must continue to be collected whether a property is delinquent or not.

The Contractor and the Municipalities may by mutual agreement establish other specifications regulating the size, quality, configuration and placement of Yard waste eligible for collection.

Section 103 Trash Collection

Collection of Trash from Structures using Carts shall be once per week from 6:00 am to 6:00 pm.

The Contractor shall collect Trash from Detachable Containers at any municipal facilities included in the contract at the frequency specified by the Municipalities, Monday through Saturday, 6:00 am through 10:00 pm. The Contractor shall not be required to provide more than daily collection per location. The Contractor agrees that the Municipalities have supplied information regarding Structures receiving Detachable Container service, the number and size of the Containers and the collection frequency.

The Contractor is not responsible for collecting Carts weighing in excess of the automated Cart tipper's manufacturer's recommended maximum capacity. The Contractor shall collect municipal waste from residential units as defined in Section 20. The Contractor shall collect Trash Carts/Containers that are placed in accordance with Sections 110 and 113 of this Contract. It shall be the Contractor's responsibility to give notice to Municipalities' staff if it believes Trash is not prepared and/or located per this Section. However, the Municipalities shall be the sole and final judge as to such conditions and locations.

Section 104 Items Which Are Not Considered Trash and Will Not Be Collected

1. Paving materials, stones, rocks, sand, dirt, broken concrete, automobile parts, lead-acid batteries, sod, paints and stains, flammable liquids, metal 55 gallon drums, metal grease drums, spas, water softeners that have not been emptied of salt, liquids and other chemicals, hot tubs, concrete wash tubs.
2. Refuse caused by repairs, alterations, remodeling, demolition and/or construction of buildings and other structures.
3. Bushes, shrubs or other vegetation with earth or soil attached to the root system.
4. Tree trunks, parts of tree trunks, or tree trunks that have been cut into smaller pieces.
5. Tires.

Section 105 Yard Waste Collection

Yard waste shall be collected weekly from the first full week in March through the second Friday after Thanksgiving. During the first two full weeks of January unless otherwise directed by the Municipalities, natural Christmas Trees cut in lengths up to 6' will be eligible for collection as Yard waste.

The Contractor shall collect the following material as Yard waste: plant material (leaves, grass clippings, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens. The Contractor shall not collect as Yard waste loose soils, Trash, Food Waste including food waste from gardens or orchards; food compost; plastics or synthetic fibers; lumber; any wood or tree limbs over four (4) inches in diameter or four (4) feet in length; human or animal excrement; or soil contaminated with hazardous substances. Christmas Holiday trees will be eligible for collection as set for in Section 100.

The Contractor shall collect from Structures Yard waste, which has been placed in a Yard waste Cart and up to three (3) composting bags as part of weekly service when yard waste is collected at no extra charge. Four (4) or more composting bags placed curbside at any one time and with appropriate notice shall be collected as a bulk item, volume pickup or by separate arrangement as defined in Section 138. The Contractor is not required to collect Carts that exceed the weight limitations of the automated Cart tipper. Composting bags shall not exceed 40 lbs in weight. *The Contractor shall not collect Yard waste that has been placed in regular paper or plastic bags, cardboard boxes, or other receptacles.*

Residents may obtain a yard waste Cart, or, in lieu of using a Cart, purchase composting bags approved by the Municipalities at a retail outlet as specified in this Contract.

The Contractor shall exercise good faith to ensure that non-Yard waste material is not placed in

the collection truck. However, both parties recognize that non-Yard waste material may be inadvertently collected due to customer confusion or customer misuse.

The Contractor shall not collect as yard waste unsegregated trash or yard waste that is contaminated by fecal matter, hazardous substances or other ineligible material. If material is left uncollected, the Contractor will affix a non-collection notice, approved by the Municipalities, to the Cart. The notice shall explain why the excess was rejected and instruct the resident how to contact the Contractor's customer service representative.

Section 108 Recycling Collection

The Contractor shall collect Recyclables weekly from Structures receiving Curbside Recycling collection services. Structures defined as Multi Family Dwellings shall receive collection services at the frequency as determined by the Municipalities. However, Recyclables may be collected in centrally located detachable containers where curbside collection is not feasible as designated by either municipality. The Contractor agrees that the Municipalities have supplied information regarding Structures defined as Multi Family Dwellings, the required collection services, the number and size of the Carts or Detachable Containers and the collection frequency.

Section 109 Collection from Municipal Facilities

The Contractor shall collect Trash, Yard waste and Recyclables from the Municipalities - owned or occupied buildings specified in this Contract. Service shall begin on the first day after the existing Contract for these services lapses, or on January 1, 2022, whichever comes first. The facilities, locations, container types and sizes and service levels are shown in the table that follows.

Extra Pick-ups and Seasonal Pick-ups, notification of any additional Trash and Recycling pickups will be responded to within 24 hours by the Contractor at the cost agreed upon by the contractor and municipality.

The Town of McCandless/Ohio Township will notify the Contractor when a pick-up is required for the seasonal locations for the out of season pickup and will be responded to within 24 hours by the Contractor at the cost agreed upon by the contractor and municipality.

Location, pick up frequency, pick up times and container sizes:

OHIO	Municipal Building 1719 Roosevelt Road Pittsburgh, PA 15237	6 a.m. – 3 p.m.	Once Weekly	1 – 4 CY Waste 1 – 4 CY Recycling
	Volunteer Fire Co. 1520 Roosevelt Road Pittsburgh, PA 15237	6 a.m. – 3 p.m.	Once Weekly	1 - 8 CY Waste
	Ohio Township Municipal Park 325 Nicholson Road Sewickley, PA 15143	6 a.m. – 3 p.m.	Once Weekly	1- 4 CY Waste 2- 95 Gal Recycle Carts
	Ohio Township Police Department 125 Lenzner Court Sewickley, PA 15143	6 a.m.- 3 p.m.	Once Weekly	1 – 4 CY Waste 1 – 4 CY Recycling
	Ohio Township Road Department Maintenance Bldg. 141 Creese Road Sewickley, PA 15143	8 a.m. – 2 p.m.	Once Weekly	1 – 8 CY Waste
	Nicholson Road Softball Field 525 Nicholson Road Sewickley, PA 15143 (Seasonal)	6 a.m. – 3 p.m.	Once Weekly	1-4 CY Waste 2- 95 Gal Recycle Carts

MCCANDLESS	Municipal Building 9955 Grubbs Road	6 a.m. – 6p.m.	Once Weekly	1 - 4 CY Waste 1 - 4 CY Recycling
		6 a.m. – 6p.m.	Once or Twice Weekly	3 - 6 CY Corrugated Cardboard Recycling
	Devlin Park – (Adjacent to Municipal Building)	6 a.m. – 6p.m.	Once Weekly	1 - 4 CY Waste 2 – 95 Gallon Recycling Carts
	Public Works Garage 9957 Grubbs Road	6 a.m. – 6p.m.	Once Weekly	1 – 6 CY Waste 1 – 4 CY Recycling 3 – 95 Gal Recycling Carts
	Northland Public Library Cumberland Road	6 a.m. – 6p.m.	Once Weekly	1 – 6 CY Waste 1 – 8 CY Recycling
	Ambulance Building Grubbs Road	6 a.m. – 6p.m.	Once Weekly	1 – 2 CY Waste 2 – 95 Gal Recycling Cart
	Highland Volunteer Fire Hall 8705 Harold Place	6 a.m. – 6p.m.	Once Weekly	1 - 6 CY Waste (lockable) 1 – 95 Gal Recycling Cart
	Ingomar Volunteer Fire Hall Harmony Road	6 a.m. – 6 p.m.	Once Weekly	1 – 4 CY Waste (Lockable) 1 – 2 CY Recycling
	Ingomar Substation Perry Highway	6 a.m. – 6p.m.	Once Weekly	1 – 4 CY Waste (Lockable) 1 - 2 CY Recycling
	Peebles Volunteer Fire Hall 1391 Duncan Avenue	6 a.m. – 6p.m.	Once Weekly	1 – 6 CY Waste (Lockable) 2 – 95 Recycling Cart
	Vestal Field Perry Highway	6 a.m. – 6p.m.	Once Weekly	1 – 6 CY Waste 1 – 5 CY Recycling
	Vincentian Field Complex Off Peebles Road	6 a.m. – 6p.m.	Once Weekly	2 – 6 CY Waste 2 – 5 CY Recycling 9 – 95 Gal Recycling Carts
	Wall Park Sloop/Rochester Roads	6 a.m. – 6p.m.	Once Weekly	1 – 5 CY Waste 4 – 95 Gal Recycling Carts
	Museum	6 a.m. – 6p.m.	Once Weekly	2-65 Recycling 2-65 Trash

The Town of McCandless may establish up to four (4) additional sites for corrugated cardboard recycling containers of up to eight (8) cubic yards in size scheduled for pickup Mondays and Fridays.

Section 110 Placement for Collection – Cart Service

Unless the customer qualifies under the Municipalities' disability or handicapped allowance for backyard Trash, Yard waste or Recyclables collection, collections shall be made curbside, as determined by the Municipalities. The Municipalities on a case-by-case basis may accommodate extraordinary situations with the knowledge of the Contractor. Containers shall be placed as follows:

1. On properties with level planting strips, in the planting strip or driveway within six (6) feet of the curb.
2. On properties with sidewalks but not planting strips, on the owner's property, within six (6) feet of the sidewalk or driveway.
3. On properties with no planting strip or sidewalk, within six (6) feet of the back of curb or edge of pavement or on driveway.
4. When slopes at a grade, dense shrubbery or extraordinary circumstances make placement of a Container difficult, at the nearest practicable area which is accessible by the Contractor's equipment.

The Municipalities will settle any disagreements over correct placement of Containers for collection. The Municipalities' decision shall be final and binding.

After collection, the Contractor shall return the Container(s) in a neat and orderly manner to their original curbside upright position.

The Municipalities shall monitor collection routes, or a portion of a route on a regular basis to determine if the Contractor is placing Containers back in their original location in a neat and orderly manner after collection.

Section 113 Placement for Collection – Municipal Facilities

The Contractor shall collect Trash from Structures receiving Detachable Container service as follows:

1. Existing Detachable Containers at municipal Facilities included in this Contract shall continue to be collected from their existing locations, unless the site manager would like them relocated to an alternate location. In such cases the Contractor and site manager will attempt to reach agreement on a new location. If agreement cannot be reached, the Municipalities will meet with both the Contractor and site manager and the Municipalities will decide the new location.
2. Any new Detachable Container placements at municipal Facilities shall be located on the site in a manner satisfactory to the Municipalities and/or the site manager and for collection by the Contractor. The Municipalities shall mediate any disagreements over Container placement and collection. The Municipalities' decision shall be final and binding; and

3. The Contractor is required to provide collection service at municipal Facilities from locked areas when so requested by the building's site manager. For entry into such a locked area the Municipalities shall provide the Contractor with a mechanism to gain access to the locked areas.

Section 114 Placement for Collection -- Multi Family Dwellings

The Contractor shall collect Trash, Yard waste, Recyclables, E-Waste and Household Hazardous Waste from Structures defined as Multi Family Dwellings in Ohio Township and as an option in McCandless, service shall be as follows:

1. Collection shall be performed from locations that are satisfactory to the customer and the Contractor for collection. Curbside placement of Containers is preferred but shall not be required. The Municipalities shall determine if an alternative to Curbside Collection may be used in lieu of curbside Cart collection if that service is more appropriate. The Municipalities shall mediate all disputes regarding location. The Municipalities' decision shall be final and binding. The Municipalities may decide not to provide Yard waste service to buildings that, in the opinion of the Municipalities, do not have sufficient storage area for any Yard waste Containers or those that use a commercial landscape service. The Municipalities shall not unreasonably withhold such service; however, the owner of the building will be required to demonstrate how sufficient storage area can be made available. The Contractor may suggest an alternate location for the Containers that would meet the needs of the building and be serviceable by the Contractor. The Contractor agrees that the Municipalities have supplied information regarding the Structures defined as Multi Family Dwellings, the types of collection services required, the number, size and location of the Containers and/or Carts and the collection frequency.
2. The Contractor is required to provide collection service for both Carts and/or detachable Containers from locked Structures when so requested by the owner/manager. For entry into such a locked Structure the owner/manager shall provide the Contractor with a key; and
3. Residents of Multi Family Dwellings must not block access from the Contractor to Carts used for the collection of Trash, Yard waste or Recyclables. The Contractor shall first notify the owner/manager when access is blocked. The Contractor shall also notify the Municipalities.

Section 120 Times of Collection

Start times within Residential Development is restricted to 6:00 AM to 6:00 PM, Monday through Friday, unless delayed for Holiday pickup.

Section 123 Scheduling of Route Days for Collection

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time each week.

For Detachable Containers, collection shall be made from Containers on a regular schedule on the same days of the week each week or month according to the frequency determined by the Contractor and the Municipalities as necessary for each building.

The Contractor shall supply the Municipalities with a map of the Collection area showing the day of the week Trash, Yard waste and Recyclables shall be collected from each sector. This map shall be generated electronically and shall also include route boundaries, route numbers and the truck number for the truck, which will normally collect the route.

The Contractor shall also provide the Municipalities a listing, in electronic data format, of Structures defined as Multi Family Dwellings including the day(s) of collection for each Structure. The listing shall include Structure address, number of units in the Structure, number and size of Containers, collection route number and the truck number serving each route. This listing will be supplied on a monthly basis or more frequently to reflect service day changes.

At least one month prior to the first collection under this Contract, the Contractor will notify all customers by direct mail to the service address of their collection day. The mailing will include material approved by the Municipalities that explains the services included in the contract and the requirements for each household. The full cost of designing, printing and mailing the materials shall be the responsibility of the Contractor. The Contractor shall also provide information for the written and the electronic forms of media used by the Municipalities.

Prior to the first day of the first month of each Contract quarter, the Contractor may change the day(s) of collection by giving at least forty-five (45) calendar days notice to the Municipalities. Affected customers shall receive notice from Contractor at least fourteen (14) calendar days prior to the effective date of such change. The Contractor shall provide the Municipalities with an electronic listing of the changes at least fourteen (30) calendar days prior to the effective date of the change. The scheduling changes and the form of notice to the customer shall be subject to the approval of the Municipalities.

Section 124 Private Roads

The Contractor is required to collect Trash, Recyclables, Yard waste, E-Waste and Household Hazardous Waste for customers on private roads. In order to allow Contractor access, the owner(s) of private road(s) shall sign a waiver of damages provided by the contractor, holding harmless the Municipality(s) and the Contractor for any damage that may occur on the private road(s) in the course of Trash, Recyclables and Yard waste collection. In the event such a waiver is not signed by the owner(s) of the private road, the owners shall take their Trash, Recyclables, and Yard waste to the curb of the nearest public street for collection. The format for said waiver shall be submitted to the respective Municipalities forty-five (45) days prior to commencement of contract.

The Contractor shall provide a vehicle appropriate for the collection of Carts containing Trash and Recyclables on private roads where it has been determined by the respective Municipality(s) that a larger vehicle may cause roadway damage or is unable to safely negotiate a private road. Residents on private roads shall be required to place Yard waste Carts or Composting bags at the curb of the nearest public street for collection.

The Contractor and either municipality may determine that where no type of collection vehicle can be used on a private road, customers may place curbside on the nearest public road use plastic bags or other enclosed means for Trash, plastic bins for Recycling and composting bags for Yard waste. Residents will be billed based upon the equivalent Cart size that would have been selected should Carts have been able to be utilized. Excess waste will be billed in the same manner as customers on public roads.

Section 125 Backyard Service Option

The Municipalities shall identify to the Contractor customers who have indicated a desire to receive and pay an extra charge for backyard Trash, Recycling and Yard Waste collection service. The Municipalities shall identify to the Contractor disabled customers that are to receive backyard collection service at no additional charge. The Contractor shall collect materials from a backyard customer when the materials are in a convenient, accessible location as near as practical to the rear of the building or top of the drive. Wheeled Containers shall be provided for Recyclables to those customers qualifying for backyard Recyclables collection. After emptying the Container, the Contractor shall replace the lid and return the Container to its former location without damage.

Backyard Service will be limited to a distance of 150 feet from the curb except for those meeting the Municipalities' definition of disabled or handicapped, which have no limitation on distance. The fee for this service is an extra charge that will be added to the Base Collection Rate. For any driveway longer than 150 feet a price may be negotiated directly between the owner and the Contractor. For Backyard Service, there will be a limit of one Trash Cart (or equivalent bags), one Recycling Cart and one Yard Waste Cart.

Section 127 Temporary Suspension of Service / Waiver

Where a Structure is vacant for at least two (2) months, a customer may request a Waiver, or temporary suspension of service. The maximum term of a Waiver is six (6) months. The Contractor will refer any Waiver requests to the appropriate Municipality for approval. Any Customer requesting a Waiver must file an application with the Municipality in which the subject Structure is located. The Municipalities will inform the Contractor of all approved Waiver requests.

When the status of the vacancy changes it is the responsibility of the customer to notify the Contractor and the Municipality to resume service.

Every six (6) months, or upon written request by a Municipality, the Contractor shall send a list of all active Waivers to the Municipalities for verification.

Section 128 Collection In Lieu of Carts and/or Excess Trash

The collectors shall carry route books, or the trucks shall have computerized information, indicating service levels for each Structure. This information shall be current to the previous business day. The Municipalities have the right to stop a collection truck on the collection route to examine the route book or other means used to track this information. If the route information is not current, a penalty of \$100 may be imposed.

Residents who are designated by the Municipalities as unable to use Carts may utilize trash bags or other enclosed means to dispose of Trash.

The Contractor shall collect trash in excess of the billed service level as prescribed in this section and in Section 138.

From time to time, but not on a regular basis, trash in up to and including three (3) plastic bags or three (3) large items or combination of both placed curbside and outside the trash Cart shall be picked up by the Contractor at no charge. Prior notification by the customer is required for this type of pick up. Upon the second consecutive week of prior notice and the curbside placement of up to three (3) plastic bags or three (3) large items or a combination of both, the contractor shall pick up the items and place notice on the trash cart or other appropriate notification on the customer's property that should the customer place curbside one (1) to three (3) large items and/or plastic bags, the customer will be billed for a bulk item charge.

Should the Contractor be able to document to the satisfaction of either municipality that a customer has placed for collection up to three (3) large items or plastic bags or combination of both for three (3) consecutive weeks, the Contractor shall charge the customer for a bulk item pickup.

Should the contractor document that a customer placed up to three (3) large items or bags outside the trash Cart for six (6) consecutive weeks, in addition to the aforementioned notice and charge for another bulk item and pickup, the Contractor shall contact the customer and municipality to determine if an additional Cart should be delivered and invoiced to the customer's address.

Should the contractor document that a customer placed up to three (3) large items or plastic bags or a combination of both for a third consecutive time (nine (9) consecutive weeks), in addition to the aforementioned notice and another bulk item billing, a Trash Cart equivalent to the Trash Cart in use at this address will be delivered to the customer. The customer will be charged for the additional cart.

Should the Contractor document that a customer has placed four (4) to fifteen (15) large items, bundles of carpeting or plastic bags or combination of these curbside and outside the Trash Cart, the customer will be subject to a bulk item charge. The Contractor shall also place information on the customer's Trash Cart notifying the customer of the bulk item charge. Advance notification to Contractor is required for bulk pick up.

Should the Contractor document that a customer has placed sixteen (16) to twenty-five (25) large items or plastic bags curbside or combination of both and outside the trash Cart, the customer will be subject to a volume pick up charge. The Contractor shall also place information on the customers Trash Cart notifying the customer of the volume pick up charge. Advance notification to Contractor is required for a volume pick up.

Waste above the rim of the Cart that may spill while tipping will be removed and left behind with proper notification by the driver. The Contractor's employee shall affix a non-

collection notice to such excess Trash not meeting the criteria specified above. The non-collection notice, approved by the Municipalities, shall explain why the excess was rejected and instruct the resident how to contact the Contractor's customer service representative or how to properly dispose of excess waste or large items. The Contractor shall retain a copy of the notice.

Accounts that have been given a non-collection notice shall be placed on an Exception List (EL). The Contractor shall transcribe this information on a daily basis into a format as approved by the Municipalities, or such other format as subsequently agreed to by mutual agreement. The information shall include the address, account number, the reason and number of rejected units. This information shall be uploaded on a daily basis to the Municipalities, or such other location as subsequently agreed to by mutual agreement. Failure of the Contractor to properly utilize this process could result in an indefensible penalty imposed on the Contractor.

While performing regular collections from Detachable Containers at municipal facilities, the Contractor shall collect any excess Trash that is piled above the rim of the Container, on top of the Container lid, or on the ground beside the Container. If such conditions persist, the Contractor shall record the address of the Container location and notify the Municipalities so That the conditions(s) can be corrected.

The Municipalities may randomly monitor routes, or portions of routes, on a regular basis. The Contractor and Municipalities shall determine any corrective action that should occur to deter frequent Trash excesses and promote recycling.

The municipalities reserve the right to modify excess trash procedures and the system of documentation in this section with the knowledge of the Contractor.

Section 129 Additional Cart(s)

The Contractor shall provide additional Trash, Recycling or Yard waste Carts as shown on the bid sheet for rates and services. A \$10 delivery charge applies to existing customers only. This charge does not apply to new residents.

Section 130 Disposal /Processing Facilities

The Contractor shall deliver all Trash collected under this Contract to a facility designated in the Allegheny County Municipal Solid Waste Management Plan for processing/disposal. The Contractor shall provide to the Municipalities the name, location and permit number of the facility that will be used.

The Contractor shall provide or act as a recycling market outlet for the Recyclables during the Term of the Contract regardless of market fluctuations. The Contractor shall provide to the Municipalities the name and location of the facility that will be used.

If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation from the facility in accordance with Section 400 that the company will accept and can process single stream recycling and will market the materials for legitimate recycling purposes.

The Contractor shall provide evidence throughout the contract that the Recyclables have been used or marketed for use for legitimate recycling purposes (e.g. reuse, repurpose, use in manufacture of a new product), upon request of the Municipalities.

The Contractor shall deliver all Yard waste collected under this Contract to a yard waste composting facility or facility approved by D.E.P., that has a current and valid permit/approval by PADEP or other regulatory agency with equivalent solid waste permitting authority. The Contractor shall provide to the Municipalities the name, location and permit number of the facility that will be used. If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation from the facility in accordance with Section 420 that the company will accept and can process yard waste containing grass clippings.

Section 135 Scavenging

No "scavenging" shall be allowed by the Contractor. Scavenging means sorting through Trash, Yard waste or Recyclables while collecting looking for items of possible value (usually by individuals without mechanized equipment) or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by owners for valuables accidentally misplaced or that may be lost and, under the Yard waste and Recyclables collection programs, sorting out from the Yard waste or Recyclables collected, materials that were not eligible for the program and disposing of the ineligible materials as Trash.

Should a customer have documented proof that a bulk item placed curbside and has notified the Contractor by the close of business on the day prior to the scheduled pickup, the Contractor shall negate any charge for the scheduled pickup.

Section 136 At-the-Door E-Waste and Household Hazardous Waste Collection, Processing and Disposal Program

1. Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of the municipalities an on-call At-the-Door E-Waste and Household Hazardous Waste ("HHW") collection, processing and disposal service ("HHW Service") to include the collection of electronic waste during the term of the Contract and any extensions thereto. The purpose of the HHW Service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of Acceptable HHW (and electronic) Materials (as defined herein) that are otherwise difficult to dispose of and which are being stockpiled in residents' homes. The Contractor's HHW Service shall include the following components:

- A. The program must be offered to all residents on an on-call basis. For residents to schedule a collection date, a toll-free hotline must be provided with live operators between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday. An automated call system shall be available for calls received after hours, on weekends and holidays. A web-based platform also must be available 24 hours per day, seven days per week, to permit residents to schedule collections. The call center must be staffed with individuals

who are tasked as their exclusive job to work with residents and their household hazardous and electronic materials. Residents may use the program as often during the year as may be needed. No estimate is available on the number of homes that may participate.

- B. Contractor must provide each resident via U.S. Mail at least seven (7) days in advance of the scheduled collection date a containment device (box/bag) which is approved by the municipalities and meets DEP requirements. Each containment device should hold approximately 50-75 pounds of acceptable materials. Residents may fill the bag, and also can place outside the bag large items such as straight fluorescent lamps, auto batteries and electronics.
- C. An instruction sheet must accompany the containment device with complete details about the program. Blank labels shall be included with the containment device for residents to label and identify unlabeled acceptable materials. In addition, a pre-printed, postage pre-paid survey card must accompany the containment device, soliciting customer feedback on the service. The return address on the survey cards will be to a representative to be designated by the municipalities.
- D. Acceptable material must be collected from the resident's property and not from public property, including the curb. Residents must be advised, during the initial scheduling call, on how to place their acceptable materials for collection. Technical assistance shall be available for residents who request assistance.
- E. Scheduling and collection priority shall be given to residents with disabilities or those who are moving in the immediate future.
- F. All acceptable materials must be properly separated preceding transportation to avoid contact with incompatible substances, must be packaged properly by Contractor, and must be shipped to permitted facilities for recycling, treatment or disposal (in that preferred order).
- G. Materials collected must be recycled to the highest degree possible. Recycle, incineration, treatment, landfill is the applicable hierarchy.
- H. Contractors or subcontracted Hauler will be required by DEP to register as a hazardous waste transporter, obtain an EPA ID number and submit a program registration to DEP which must be approved prior to work starting. Further, the disposition site must be permitted to accept hazardous materials and be included in the documents submitted to DEP.

- I. Contractor must demonstrate that it, and all proposed subcontractors, are registered hazardous waste transporters in good standing with the state, and must submit with their bid all necessary licenses, endorsements, permits and training to safely and properly manage the household hazardous waste program in compliance with applicable federal, state and local statutes, laws, rules and regulations. Contractor must demonstrate compliance with this section with their bid submission.
 - J. There shall be no separate charge for electronic waste and the successful contractor must comply with state regulations regarding disposition of electronic waste.
 - K. Contractor must indemnify the municipalities for any action that may occur after Contractor has taken possession of the materials. The contractor must accept generator status.
 - L. Contractor shall assist the municipalities in developing press release and/or advertising material to announce the HHW Service and will assist the municipalities in the planning of a public education campaign introducing the Household Hazardous Waste Collection / E-Waste Program.
 - M. Contractor shall provide the municipalities quarterly and annual reports detailing all materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by the municipalities.
 - N. The collection of E-Waste / HHW from businesses is excluded from this program. Homes with commercial chemicals, containers of more than five gallons and home businesses will not be served.
2. Contractor's bid must include the following information, failure to provide same shall render Contractor's bid nonresponsive:
- A. A narrative description of Contractor's proposal offering the identification of all recycling, treatment/processing and disposal destinations for the acceptable materials collected from residents.
 - B. Sample of announcement flyer
 - C. Copy of (1) Pennsylvania (DEP) hazardous transporters license, (2) EPA ID Number, and (3) list of destination locations where all Household Hazardous Waste and E-Waste materials will be transported must be included with bid submission. Failure to provide shall render Contractor's bid nonresponsive.

- D. An operations plan describing the manner in which a typical collection event from a resident's location will be scheduled and performed. The following elements must be included in the plan (as required by the Township and DEP and commonly referred to as a PPC plan):
- Specifics on how materials will be managed at the home.
 - Type of vehicle used & how will materials be stored in the vehicle
 - Pollution prevention element
 - Health and Safety element
 - Description of disposition of materials (recycling preference)
 - Technician training element
 - If materials will go to Contractor's own facility, description of that facility and that it meets DEP regulations.
 - Handling process e.g. collect from home and transport to facility X then to facility Y etc.
3. Contractor shall identify with its bid the Acceptable and Unacceptable E-Waste/HHW Materials. By way of example only, the following suggested list is provided:

ACCEPTABLE HHW WASTES	UNACCEPTABLE
Pesticides & Insect Sprays	Biological Waste
Herbicides	Radioactive Materials including Detectors
Rust Removers	Ammunition and Explosives
Swimming Pool Chemicals	Commercial Chemicals
Wood Preservatives	Containers over 5 Gallons
Used Oil Filters	Materials Improperly Packaged
Vehicle Batteries	Unlabeled and Unknown Materials
Household Fluorescent Tubes	Gas Cylinders
Chlorine Bleach	Fire Extinguishers
Drain Openers	Tires
Corrosive Chemicals (Non-commercial)	Appliances
Lye	Liquid Mercury
Driveway Sealer (less than 5 Gals.)	All Medications
Hobby Chemicals	
Lubricants (Motor Oil, Transmission Fluid)	
Paint Products (Oil, Latex, Stripper)	
Paint Thinners	
Automotive Cleaners (Waxes, Polishes)	
Gasoline (less than 5 Gals)	
Automotive Chemicals (Antifreeze, Brake Fluid) (less than 5 Gals.)	
Consumer electronics	

No more than one television will be picked per customer per pick-up. The collection of televisions, computer systems, peripheral items with circuit boards, and other electronic items is included at no additional cost, subject to daily maximum limits set forth in service guidelines to be approved by the Municipalities.

Section 138 Bulk Item and White Goods Collection and Volume Pick-ups

The Contractor shall provide collection of large items, bulk items, White Goods/Appliances and volume pick-ups on the regularly scheduled day of collection for Trash, Recyclables and Yard waste. The additional cost of collecting the bulk items and White Goods/Appliances and volume pick-ups should only be charged to residents using this service.

To use this service, customers shall contact the Contractor for pick-up of bulk goods and White Goods/Appliances and volume pick-ups. Each individual bulk item, White Goods/Appliance or volume pick up shall be considered separately for billing purposes. The Contractor shall collect all such units or volume pickups from the structures serviced.

Notice from the customer for the collection of items in this section must be received by 3:00 pm the day prior to the regularly scheduled collection day for Trash, Yard waste and Recyclables.

The customer may also cancel a bulk pick up order by 3:00 pm the day before the scheduled pick up and no charge will be applied.

Bulk items, White Goods/Appliances and volume pick-ups shall not be placed for collection on the Curbside as to interfere with the collection of Carts or on any street right of way or public place. The Contractor shall not be responsible for the collection of any material improperly placed for collection.

“Large Items” - Items that are too large to be placed inside the Cart or inside of a 30 gallon bag, with an individual weight no greater than that allowed for a Cart or bag and which do not meet the definition of a bulk item. These items include lamps, large toys and swing sets (unassembled), vacuum cleaners, and other small household appliances, up to three (3) individual cut and tied bundles of carpeting measuring no more than 4 feet in length, aluminum and plastic resin lawn furniture, basketball hoop, bed rail, bicycle (not a stationary or exercise bike), card table, chair (kitchen, dining, outdoor-plastic or metal), hot tub cover, one 30 gallon trash bag, screen door, step ladder, child’s toy swimming pool, as well as other items of similar size, weight and compactable nature, and other items agreed to by the parties.

"Bulk Items" (\$10.00 each) shall include such items as chairs, tables, armoires, chests, headboards, couches, mattresses, cabinets and dressers, picnic table or bench (unattached), interior doors, ladders up to & including 6', garage door opener assembly, basketball backboard or pole, swing sets (unassembled), four (4) to fifteen (15) individually cut and tied bundles of carpeting each measuring no more than four (4) feet in length, and meeting the weight requirements, and other items as agreed by the parties.

The disposal and handling/collection of four (4) to fifteen (15) bags or large items or a combination of bags, bundles of carpeting and large items shall be charged as a bulk item.

"White Goods/Appliances" (\$15.00 each) shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers and trash compactors, and other items as agreed by the parties. Removal and certification of Freon removal will be required from the resident prior to collection.

"Volume Pick-ups" (\$25.00 each) shall include collection of large quantities of bagged excess waste from clean-outs of attics, basements, and garages, etc., provided the waste meets the definition of acceptable waste. Construction Demolition Waste, and Household Hazardous Waste, will not be considered acceptable waste for Volume Pick-ups.

Volume Pick-ups shall be based on a unit charge which includes the disposal and handling/collection of about 2–3 cubic yards (i.e. approximately five 95 gallon Carts; or 16 to 25 bags or large items (refer to definitions for large items), 16 to 25 individually cut and tied bundles of carpeting each measuring no more than four (4) feet in length or a combination of bags, carpeting and large items not to exceed a total of 25. The Contractor shall determine the price for a volume pick up beyond 25 bags, bundles of carpeting or large items or combination of both. Multiple White Goods/Appliances and/or Bulk Items will be billed at their individual rate and will not be included in the Volume Pick-up rate.

“Oversized/Specialty items” - Any item not fitting into a Cart nor classified as a large or bulk item such as: attic stairs, complete basketball assembly, car top carrier, exterior doors, hospital bed motor (single), ladders over 6’, picnic tables with attached benches, adult sized pool table, riding lawn mower (fluids removed), stainless steel laundry sink, snow blower (fluids removed), toilet tank and bowl.

Prior to the start of collections the Contractor and the Municipalities will compile a comprehensive and mutually agreed upon list of items and pricing for same to be added to or deleted from the definition of Bulk Items, White Goods/Appliances and Oversized/ Specialty items.

Pricing is as follows:

Attic Stairs	\$25.00
Basketball - Pole + Backboard + Net (Set Up and Base Removed)	\$25.00
Car Top Carrier	\$20.00
Door (Exterior)	\$15.00
Exercise Bicycle	\$15.00
Exercise Equipment – Other	\$20.00
Hospital Bed Motor (Single)	\$25.00
Ladder (Over 6 Ft. Extended)	\$15.00
Picnic Table – Benches Attached	\$25.00
Sink – Laundry, Stainless	\$15.00
Snow blower (Fluids Removed)	\$25.00

Definitions in this section may be modified and other items may be added or deleted as mutually agreed by the Contractor and Municipalities. Changes in pricing during the Contract term may be made upon mutual agreement between the Municipalities and the Contractor.

Section 140 Holiday Collections

The Contractor shall not provide collection services on the following legal holidays: New Year's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving Day and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The Municipalities will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Section 143 Service Disruptions Due to Weather

When snow or ice prevents collection on the scheduled day, the Contractor shall make collection on the next weekday or Saturday. Residents are responsible to clear snow and ice to provide for visibility and access of Carts, bags and other material. For backyard service, residents will also be instructed by the Contractor to provide access, clear of snow and ice that allows maneuverability of the Cart. Should the Contractor determine that access is not possible the Contractor may request that trash be placed adjacent to the public roadway.

If snow and ice conditions continue for an entire week, or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed.

The Contractor shall notify the Municipalities as soon as possible of any non-collection days due to snow or ice. If possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day. When delays due to snow and ice occur and regular collection service does not resume, as described above, or if when regular collection service does resume the Contractor fails to collect all of the materials at curbside, it shall be considered a "failure". In the event of such failure, the Municipalities shall deduct \$250 from the Contract Deposit Fund for each individual collection route which was not fully collected.

Section 145 Service Disruptions Non-Weather Related

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day. The Contractor must provide all the collections required during the collection week.

Section 148 Missed and Make-up Collections within the Contractor's Control Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day following notification to the Municipalities. The Municipalities shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving Curbside service. The originating party shall transmit missed collections for backyard customers no later than the second business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection. A call for pick up of Bulk items, White Goods / Appliances, or volume pick up must be made at least 24 hours prior to requested collection.

Solely for the purposes of Section 148, the “business day” includes Saturday. Notwithstanding the foregoing, the Municipalities may require the Contractor to do the following:

Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge, and to accommodate such a disposal, allow the customer to use a temporary Container as well as additional bundles; or

Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer.

It shall be a defense to a missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Contract; and for Trash, Yard waste, and Curbside Recycling collection, that placement did not comply with Section 110 or, as to Multi Family Dwellings, with Section 114 respectively; provided that the Contractor shall have left a municipal printed tag on all material left because it was not prepared properly, it was overweight or for other reason listed in this contract. The Contractor, by 8:30 a.m. the next business day, must notify the Municipalities of any collections the Contractor has refused or been unable to make the previous business day. This information shall be transmitted electronically.

Any complaints received by the Municipalities between 8:30 a.m. and the time the Contractor actually transmits the missed information shall be treated by the Municipalities as a miss and the Contractor shall be required to return and collect the missed material.

If the Municipalities transmit a miss complaint to the Contractor, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected, the Contractor's office personnel shall note on the miss for that address and note the reason that it was not collected and return the miss complaint to the Municipalities within four (4) business hours of its receipt, and the miss shall not be collected.

The Contractor shall pick up all miss complaints sent by the Municipalities by the end of the next business day following notification of the miss. If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a printed notice, explaining why the material was not collected.

The Contractor shall also inform the Municipalities by the end of the business day of the addresses that were not collected and the reason for the non-collection.

All complaints of missed pick-ups transmitted to the Contractor on Friday must be collected by the end of the day Saturday. If it appears to the Municipalities that the Contractor is not collecting these misses by the end of the day Saturday, the Municipalities have the option of having other personnel collect these misses. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.

The cost of this option along with penalties will be deducted from the Contract Deposit Fund.

This section applies to omitted collections of a single Structure, a row of Structures, and/or an entire route.

As used in this paragraph a collection complaint is limited to a missed Trash, Yard waste or Recyclables collection, non-delivery of a Trash, or Recyclables collection Container within the period of time specified in this Contract, or not returning collection Containers to their original location after collection.

Section 150 Supplying Trash, Yard Waste or Recycling Carts

All customers shall select a 35 or 65 or 95 gallon Cart for Trash; 35, or 65 or 95 gallon Cart for Recyclables; and an optional 95 gallon Cart for Yard waste.

The Contractor shall deliver the 35 65 or 95 gallon Carts to occupants who move into the Contractor's Collection area; to customers who switch to a new service level (permitted once annually for existing residents); and to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from the customer. The Contractor shall charge a \$10.00 delivery fee for all other cart exchanges except those for new customers. The Contractor shall ensure that the appropriate colored lid is replaced and/or attached to the Carts requested for delivery. Used Carts must be cleaned prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered.

The Contractor shall adhere to a protocol for supplying carts established by the Municipalities.

Section 155 Cart Repair or Replacement

The Contractor shall be responsible for the repair or replacement of all Carts. Customer shall be responsible for repair or replacement of cart(s) damaged as a result of customer abuse or misuse, including but not limited to; 1) painting or marking a Cart, 2) placement of hot ashes into a Cart in such a manner in which it cannot be reassigned to another customer; or 3) for Carts which a resident may take during a move.

Section 158 Supplying Detachable Containers for Trash and Recyclables Collection Service of Detachable Containers for Municipal Facilities

The service will begin on January 1, 2022 or on the first day after the existing contract lapses, whichever comes first. Prior to the beginning of the Contract, the Contractor shall provide

Detachable Containers for Trash and Recyclables Collection to all those Municipal Facilities receiving Detachable Container collection service under this Contract. However, in some instances, the Municipalities may elect to own or secure Detachable Containers from sources other than the Contractor, and shall not be subject to discrimination by the Contractor in collection services at that location. Detachable Containers owned or secured by the Municipalities will be standard Containers capable of being serviced by front, or rear load, collection vehicles. The Contractor is not required to collect from Detachable Containers if access across the municipality's property is blocked.

Section 160 Detachable Container Standards

Detachable Containers shall be painted a uniform color; bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers shall be painted at least once every 2-1/2 years and shall be steam cleaned by the contractor at least once each year or as directed by the Municipalities.

On an individual basis, the Municipalities may require the Contractor to place the service address, wheels and/or locks on a Detachable Container.

The Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. The Contractor shall remove any graffiti reported by the Municipalities within five (5) business days of notification.

Section 163 Installation and Maintenance

Each Detachable Container is subject to inspection by the Municipalities and approval as to appearance and condition before placement at any municipal facility.

A Detachable Container shall be reconditioned and repainted, if necessary, before being supplied to a municipality's facility that had not used it earlier. If the Municipalities so require, a Detachable Container shall be cleaned or repainted within thirty (30) days.

If appropriate to serve the Municipalities needs and/or location, the Municipalities may require the Contractor to install and service a front-end load, rear load Detachable Container. The

Municipalities may also require the Contractor to equip a Detachable Container with plastic lids.

Section 165 Detachable Containers Repair or Replacement

Damage to Detachable Containers on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others.

The Contractor shall be responsible for the repair of all Contractor or municipal-owned Detachable Containers damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Detachable Container that the Municipalities determine does not comply with ordinance standards or constitutes a health or safety hazard.

Section 190 Implementation Plan

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the Municipalities after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

1. Container inventory and supply procedures.
2. Container delivery, exchange, and removal procedures.
3. Procedures for documentation of customer service levels.
4. Procedures for notifying customers of new collection days.
5. Procedures for transmitting information to and from the Municipalities to the Contractor.
6. Standards for the electronic transfer of information.
7. Procedures for orientation of collection and Container delivery personnel including route coordination/cooperation with Municipalities' staff.
8. Procedures for orientation and training of Contractor's Customer Service Personnel including understanding the intricacies of the variable rate Cart selection; maintaining compatibility and consistency with the Municipalities' requests; recordkeeping; reporting and other items.
9. Other items identified by the parties.
10. The Implementation Plan shall contain procedures that conform to the contract, activities or schedules that conflict with any terms of this Contract.

Section 193 Meetings and Communication

In order to minimize problems during the term of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise and for updating the Contractor's Operations Plan, the parties agree to meet on a regular basis as follows.

Meetings shall be held at least on a semi-annual basis, unless otherwise directed by the Municipalities. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Meetings shall be held at the offices of one of the Municipalities unless otherwise agreed upon by the Municipality (ies) and the Contractor. Meetings shall be held during normal business hours.

Section 195 Program Information

Prior to January 1, 2022, the Contractor shall deliver to all Structures receiving service under this Contract, at least the following information:

1. Collection schedule information (day of week, time of day and collection frequency).
2. Material to be collected and how such material is to be prepared.
3. Any collection options available to the customer, such as different sized or additional carts/containers.
4. Telephone number, email address or other method of contact that customers should call for additional information or for questions.

The above information shall also be attached to any new collection Carts/Containers delivered to customers. All such informational material shall be approved by the Municipalities prior to distribution. The cost of design and production of such materials shall be the responsibility of the Contractor.

Section 198 Recycling and Yard Waste Publicity

The Contractor, at the Contractor's own cost shall:

1. Design, produce and deliver "user friendly" Recycling "how to" information and promotional material to each Structure prior to the first collection.
2. Design, produce and deliver yearly updates to each Structure informing customers of any problem areas, changes in the program, and participation rates.
3. Design, produce and deliver promotional material for all Multi Family Dwellings.
4. Provide an experienced Contractor spokesperson for media and community requests for presentations and to act as a publicity and education director to coordinate the above activities.
5. For a fee, the Contractor may opt to utilize the services of the Municipalities to design, produce and deliver the material required under this section.

C. MANNER OF COLLECTION

Section 200 Contractor's Responsibilities

The Contractor shall be responsible for furnishing all supervision, labor, materials, c a r t s and equipment, necessary to perform the collection, processing, marketing services described in this Contract. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and workmanlike manner so that the residents within the Municipalities are provided reliable, courteous and high-quality solid waste collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.

Contractor shall perform all work in accordance with the Contractor's Bid, the Bid Documents and addendums, and Public Notices all sections of which are incorporated herein whether or not such sections are specifically referred to in any other section of this Agreement.

Contractor shall provide a management team including a dedicated route supervisor to oversee contractor operations and communicate in person with the Municipalities on days of collection regarding service misses, complaints and related issues.

Section 210 Employee Conduct

The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, return Carts/Containers to their original location and, if on private property, follow the regular pedestrian walkways and paths, and not cross flower beds or through hedges. While collecting, employees shall wear uniforms or other identification supplied by the Contractor. The identification shall be subject to approval of the Municipalities.

Personal Identification: The Contractor shall provide all Contractor employees with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by any of the Municipalities Staff or by Customers, the Contractor's employees shall submit their identification cards for inspection.

Uniforms: The Contractor shall provide readily recognizable, brightly colored, shirts (or vests/waistcoats) and pants/trousers of a single design and color to all its workers, to be worn at all times when performing services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

When the Contractor identifies unsatisfactory conduct by an employee or when the Municipalities notify the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the Municipalities requests of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.

Written notices will identify the level of the notice, and the specifics of the incident.

Level One: Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flower beds, not returning Containers to their original location, etc.

Level Two: Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage of customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.

Level Three: Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing objects, endangering customers or driving dangerously.

Under Level One, the Municipalities will send a written notice, via U.S. mail, fax or email, informing the Contractor of the unsatisfactory conduct.

Under Level Two and Three, the Municipalities will notify the Contractor by telephone within five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax or email, within ten (10) working days.

Section 220 Spillage and Emergency Clean-Ups

The Contractor shall provide an Emergency Management Plan, which will be available in each vehicle servicing the contract the with the bid documents plan shall include the procedures to be implemented in the event of a vehicle fire; an accident; a hydraulic, transmission, or other oil spill; spillage, which creates a hazardous condition; or other emergencies. The plan at a minimum shall include the phone number of an Emergency Response and Clean-Up Company; contact information for the Contractor's responsible personnel; contact information for the Municipalities; instructions on how to contain and mitigate the emergency.

The Contractor shall immediately contact the Municipality in the event of a spill or scattering of hydraulic, transmission, fuel, oil spill, or solid material such as glass which may create a hazardous condition and commence containment and clean-up. When a Municipality notifies the Contractor of spillage or similar incidents, containment and clean-up must commence immediately upon notification. Each truck shall carry equipment (such as a broom and a shovel, and absorbent material) for this purpose.

Documentation of the action taken must be provided to the Municipality and any other regulatory agency as soon as mitigation has commenced and upon completion of containment and clean-up.

Section 240 Customer Grievances

The Contractor will designate a representative to adjudicate customer grievances. At the Municipalities request, the representative will join the Municipalities in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick- up, and/or other deficiency in service or a need for special service. The decision of the Municipalities shall be final and binding.

D. MATERIAL PROCESSING

Section 400 Recycling Processing Facility.

The Contractor shall be responsible for processing Recyclables collected by the Contractor and/or processing all Recyclables collected under the Contract. Recyclables may not be deposited as Trash at a landfill or incinerator. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss). The Municipalities shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

In the event of an assignment, subcontract or delegation of duties for processing and marketing of recyclables, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Municipalities for the satisfactory performance of the work assumed.

The Contractor must provide with its Bid documentation from the assignee, subcontractor or other obligor of its covenant to the Municipalities to fully and faithfully complete the work or responsibility undertaken.

The processing system must be capable of accepting the following materials for single stream recycling:

Metal: Food and beverage cans, aerosol cans (empty), aluminum foil and foil products (clean)

Plastic: Plastic containers #1 - #2 on bottoms, such as soda and water bottles, plastic milk jugs, laundry detergent bottles, shampoo, conditioner, salad dressing, and soap bottles.

Paper: White office paper, computer paper, magazines, newspapers, advertising inserts, junk mail (including envelopes), coupons, receipts and phone books

Corrugated Paper (Cardboard): Cardboard torn or cut to fit into the recycling Cart.

The processing system shall be capable of processing the Recyclables to the degree necessary to be marketable and average less than 15% processing residuals remaining on a regular basis. The system shall have sufficient capacity to receive, process, and store all materials collected each day, and each week under this Contract.

The processing facility shall conform to applicable zoning regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet pertinent state or local regulations and/or Contract stipulations, the Contractor shall, upon Municipalities' approval, arrange for processing of collected Recyclables at a facility that meets all such regulations and/or stipulations. The Recycling processing facilities shall be subject to inspection by Municipalities' staff during business hours to determine compliance with this Contract and to verify reporting. The Municipalities' staff shall notify the facility upon arrival.

Section 420 Yard Waste Processing Facility

The Contractor shall be responsible for processing Yard waste collected by the Contractor and/or processing all Yard waste material collected under the Municipalities Contract at a permitted facility.

The Contractor shall process Yard waste into a marketable product. Processing may include composting into a marketable soil amendment compost product or a component of a topsoil mix or more minimal processing into a product meant for direct land application on agricultural fields. Eligible Yard waste may not be deposited as Trash at a landfill or incinerator, unless approved by D.E.P.. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss). The Municipalities share no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

The processing facility must be permitted/approved by the PADEP or equivalent regulatory agency if located in another state, to accept Yard waste, including grass clippings for composting, and processing the Yard waste to the degree necessary to be marketable. The processing facility shall conform to applicable zoning, environmental, health and safety regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet these environmental, health and safety regulations, or other pertinent federal, state or local regulations and/or Contract stipulations, the Contractor shall arrange for processing of collected Yard waste at a facility that meets all such regulations and/or stipulations.

The Contractor's arrangements for processing Yard waste, including a contingency plan to avoid disruption of the Yard waste program through a temporary shutdown in processing, shall be submitted with the bid documents and are subject to review and approval of the Municipalities before the Contractor begins processing any Yard waste. The Yard waste processing facilities shall be subject to inspection by the Municipalities' staff during business hours to determine compliance with this Contract and to verify reporting. The Municipalities' staff shall notify the facility upon arrival.

In the event of an assignment, subcontract or delegation of duties for the processing/composting of Yard waste into a marketable product, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontract and/or other obligor shall also become responsible to the Municipalities for the satisfactory performance of the work assumed.

The Contractor must provide with the Bid, documentation from the assignee, subcontractor or other obligor of its covenant to the Municipalities to fully and faithfully complete the work or responsibility undertaken.

E. DISPOSAL PROHIBITION

Section 500 Contamination and Residuals

The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any Yard waste or Recyclables collected under this Contract. Violation of this Contract provision may be cause for termination. The Contractor may dispose of contaminated materials or residuals. The cost of such disposal is fully the responsibility of the Contractor. Residuals due to processing or collection methods should average less than 15% on a regular basis.

F. REPORTING REQUIREMENTS

Section 610 Daily, Monthly, Other and Annual Reports

Daily Report

The Contractor, by 9:00 a.m. the next business day, must notify the Municipalities separately of any collections the Contractor has refused or been unable to make the previous business day. The notification must be in address order with the Municipalities' account number. The notification shall be transmitted electronically.

Monthly Report

1. A listing of all collection complaints received by the Contractor. This listing shall be sorted by collection route and shall include description of steps taken by the Contractor to ensure that these particular repeat complaints are not repeated.
2. A summary by size and type of containers delivered and containers remaining in inventory or placed out of service due to damage.

Quarterly Report

1. The Contractor shall submit a quarterly report of tonnages and type of material collected for trash and recyclables.
2. A delinquent report showing names, address, account #, Delinquent amount by quarter, and total delinquent amount.

Other Reports

The Contractor shall make other reports to the Municipalities upon request, which shall include:

1. Discussion of problems and noteworthy experience in program operation.

2. Discussion of education and publicity efforts and their results; and
3. Contractor recommendations for improvements.

Annual Report

The Contractor shall submit a prior year annual report in a format acceptable to the Municipalities, on or before February 15th. At a minimum, the reports shall include:

1. Summary of monthly or other reported data.
2. A collated summary of the detailed revenue information contained in the monthly reports, and a summary of participation rates and recovered materials for the year.
3. A discussion of public awareness activities and their impact on participation and recovered volumes.
4. A discussion of highlights and problems and measures taken to resolve problems and increase efficiency and household participation; and
5. An analysis of the Contract's impact, if any, on industries providing compost products in the region.

The Contractor and the Municipalities will cooperatively work on annual reports to the Town of McCandless/Ohio Township officials dealing with implementation and operational issues.

- **COMPENSATION**

Section 700 Payment for Contract Services

The Contractor shall bill the residential units for services and assume the full and total risk and responsibility to collect payments due for services rendered under this Contract. The contractor shall invoice customers on a periodic three (3) or four (4) month basis. Customers who request to pay for service on an annual basis shall be invoiced on the same date as of first periodic billing and shall receive a five (5) percent discount for the weekly service under this contract. This discount does not apply to any other service such as bulk item, volume or oversize item pickup. **This discount must be prominently displayed in bold print on the front of the bills.**

Section 715 Senior Citizen / Disabled Discount Program

The Contractor shall upon request offer a 10% discount to Senior Citizens and Disabled residents within the Municipalities. To qualify a Senior Citizen shall: (1) be age 65 or over and (2) provide proof of age in the form of a valid driver's license or other recognized photo ID and documentation of financial responsibility for the household to the Municipality. **Once verified, the municipality shall inform the Contractor of the resident's eligibility. This discount must be prominently displayed in bold print on the front of the bills.**

To qualify for the Disability discount a person shall provide legal documentation (not handicapped parking placard) proving disability to the Municipality.

Section 716 Late Payment Charge

A fee for late payment may not exceed 10% per billing period.

Section 720 Adjustments and Payment Indexing

Fuel Cost Adjustment

For the purposes of this Contract, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to fuel cost adjustments. Fuel cost increases/decreases shall be determined by the Municipalities. The Municipalities shall make all interpretations of the components of the fuel cost adjustment calculation increases/decreases will be based solely on a formula using the following information and assumptions of the Municipalities:

- **ROUTE MILES PER WEEK:** The estimated route miles within the Municipalities is (The Town of McCandless-250, Ohio Township-70) which will be adjusted for growth on December 31, 2021, and on the same date each contract year thereafter. Route miles per week were determined by doubling the total number of miles on all roadways located within the boundaries of the Municipalities, including private roads and in addition a standard allotment of miles covering roundtrips to all disposal /processing facilities and the origin of operation of the Contractor's vehicles.

HOUSING UNITS: The number of residential units per week serviced in the Town of McCandless 9561; and in Ohio Township 2,328 (Total of 11,889), which will be adjusted for new starts and stops on December 31, 2021, and on the same date each contract year thereafter.

- **FUEL PER MILE:** .25 gallons of fuel consumption per mile
- **ROUTE VEHICLES:** 2.71 vehicles per home; (1 vehicle for Trash 12 months per year; 1 vehicle for Recycling 12 months per year; 1 vehicle for Yard waste 9 months per year);
- **WEEKS PER MONTH:** 4.33 weeks per month

- **VARIANCE PRICE PER GALLON:** On December 31 of each contract year the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON- HIGHWAY DIESEL PRICE on that date will be compared to the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE of the previous year. The average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE will be determined by tracking and adding the published weekly 5 day averages throughout the year and dividing by 12.
- Fuel cost increases/decreases shall be calculated by October 1, 2023, and become effective January 1, 2024, and shall be recalculated using the same formula and become effective on the same date each contract year thereafter.

THE FORMULA:

$$\frac{(\text{ROUTE MILES}) / (\text{FUEL PER MILE}) \times (\text{ROUTE VEHICLES}) \times (\text{WEEKS PER MONTH})}{(\text{Gallons fuel per month}) \times (\text{VARIANCE PRICE PER GALLON})} - (\text{Cost of fuel per month}) / (\text{HOUSING UNITS}) = \text{Fuel Cost Adjustment to BASE COLLECTION RATE per month per residential unit}$$

Section 721 Petition for Unusual or Unanticipated Costs:

The Contractor may petition the Municipalities at any time for additional payment rate adjustments on the basis of certain unusual changes in the cost of operations based upon new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the Town of McCandless / Ohio Township. The increase per month shall be calculated using the annual reported waste generation data per residential unit in the Municipalities. The Municipalities shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates.

Section 730 Contract Deposit Fund

Upon signing the Contract, the contractor shall deposit the sum of \$20,000 with the Town of McCandless and \$5,000 with Ohio Township in an interest-bearing account, to be known as the Contract Deposit fund, which will be maintained and controlled by the Municipalities. The Fund shall remain in the control of the Municipalities throughout the term of the Contract. The Fund shall be used by the Municipalities solely for the satisfaction of payments, charges, and penalties provided for under the terms of the Contract. During the term of the Contract the Fund shall be replenished by the Contractor to its original amount of \$25,000 should the amount drop below 20% of the original deposit, within 30 days after notification by the Municipalities. Upon termination of the Contract, any money remaining in the fund shall be returned to the Contractor.

Section 750 Wage Increases for Employees

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be to the Contractor's advantage or expense respectively, except as noted herein.

- **NON-DISCRIMINATION**

Section 820 Non-Discriminatory Service

The Contractor will not discriminate against any customer or Municipalities' resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

- **LIABILITY AND DAMAGES**

Section 910 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

- Fails to perform ninety percent (90%) of the collections required by this Contract.
- Appears, to the Municipalities, to have abandoned the work, or to be unable to resume collections within forty-eight (48) hours.
- Has failed on three (3) or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract, except as provided in Section 143.
- Is unable to accept, for any period of time, Yard waste, or Recyclables for processing and as a result of such non-acceptance, collection of Yard waste, and/or Recyclables is suspended.
- Neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to do so. This shall include, but not be limited to twenty (20) or more violations of Section 220 of this Article (spillage) during the five (5)-year term of the Contract.
- Is fined, sanctioned, or otherwise penalized by an agency of the state or federal government for failure to observe or comply with any applicable health or environmental laws, or the standards and regulations promulgated pursuant thereto, including but not limited to those referenced in Section 40 hereof.
- Fails to commence automated service under this contract by January 1, 2022. If for a reason(s) beyond the Contractor's control, the Contractor is not ready to commence automated pick up by January 1, 2022, the Contractor is obligated to implement a collection system using any means possible which is acceptable to the Municipalities.

To initiate proceedings under this Section, the Municipalities shall give notice to the Contractor and its surety of the location, time, and date within seven (7) calendar days of a public hearing at which the Contractor may show cause why it should not be declared in default.

In the event the Contractor fails to show, to the satisfaction of the Municipalities, why the Contractor should not be declared to be in default of this Contract, the Municipalities may make such declaration of default.

In declaring the Contractor to have defaulted on the Contract, the Municipalities also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable, including but not limited to terminating the Contract and retaining another contractor to perform the work.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the Municipalities pursuant to Section 65 hereof, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performance within forty-eight (48) hours after its receipt of notice that the work has been transferred to such surety, the Municipalities shall have the right to select a substitute Contractor which shall perform the responsibilities for collection and processing of solid waste, Recycling and Yard waste under this contract for a period of up to six (6) months following the date of the declaration of default by the Municipalities without requiring the Municipalities to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the Municipalities to post any bond, pledge, deposit or other security for such equipment and materials.

In the event the Municipalities secure the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the Municipalities shall retain such difference; but in the event such cost to the Municipalities is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the Municipalities.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the Municipalities provided for herein shall be inapplicable, provided that labor disputes shall not be considered a cause beyond the Contractor's control.

Section 920 Commitment of Equipment

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 65 for use in the performance of this Contract (hereafter in this Section, "such property") shall be available for use in collecting Trash, Yard waste and Recyclables in the Collection area, and shall be available for use in processing Yard waste and/or Recyclables for the duration of this Contract. When provided, This Section applies to the replacement and substitute.

For the duration of this Contract, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

1. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract.
2. In the event the Contractor is in default and the surety on the Contractor's performance bond fails to assume or continue performance within forty-eight (48) hours after notice to do so, allow the Municipalities to use without further documentation all or a portion of such property, at the Municipalities' discretion, for a period of up to six (6) months following the date of the Contractor's declaration of default, to provide such collection services on the condition that the Municipalities pay to the Contractor's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
3. Exempt the Municipalities from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the Municipalities interim usage.
4. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the Municipalities and surety on the Contractor's performance bond sixty (60) days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections 1), 2) and 3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the Municipalities for its review and approval or disapproval, prior to execution of the Contract, all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The Municipalities' approval shall not be unreasonably withheld.

Section 960 Liquidated Damages

This Section is independent of Section 910. The acts or omissions, within the control of the Contractor, in the left-hand column are a breach of this Contract; the amounts in the right-hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the Contract Deposit Fund as determined by the Municipalities.

The Municipalities shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis.

Should the Municipalities neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Municipalities to enforce such penalty retroactively or in the future.

ACT/OMISSION	LIQUIDATED DAMAGES
Commencement of collection prior to 6:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is a separate incident) Each Subsequent Incident within the same year will increase damage by \$50
Failure to use vehicle no older than the term of the contract and in excellent operating order including hydraulic, fuel and antifreeze systems.	\$250 per truck per incident
Failure to collect spillage consistent with Section 220.	\$500 per incident Each Subsequent Incident within the same year will increase damage by \$50
Unsanitary condition of vehicle exterior	\$100 per incident
Failure to have route information current to route day	\$100 per incident
Failure to collect Trash, Yard waste, Recyclables, bulk or paid special collections on the scheduled day and not on the Exception List.	(1 st , 2 nd and 3 rd Documented Missed Collection – 1 week of monthly fee credited to customer account) (4 th and subsequent Documented Missed Collection – 1 month credit for each incident) Plus \$50 each incident after the 4 th missed collection
Failure to collect missed Trash, Yard waste or Recyclables, or paid specials within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day per cart

Failure to deliver, repair or replace Trash Carts, Yard waste Carts or Curbside Recycling Wheeled Containers for any reason within five (5) business days of notification.	\$50 per Container per day
Failure to collect HHW and /or electronic waste on day scheduled for customer	\$50 per failed collection
In addition to progressive discipline in Section 210 unsatisfactory performance of collector after two (2) notices to Contractor to correct specific incidences involving the same address or collector in any six (6) month period, e.g. leaving gates or doors open, crossing planted areas, abusive language to customers, failure to return Containers to their original location after collection, failure to perform collections, replacement of containers, or similar violations	\$200 each incident
Failure to make collection on the next weekday when snow or ice prevents collection on the scheduled day. The Contractor shall, if such conditions continue for an entire week or more, on the first day that regular service to a customer resumes, commence to collect all the materials that were amassed for collection during the interval when collections were missed as expediently as possible as determined by the municipality.	\$250 per day
Violation of an applicable health or environmental law, or the standards and regulations promulgated pursuant thereto, which results in a sanction, fine, or other penalty imposed by an agency of the state or Federal government.	\$500.00 each incident or an amount equal to any fine/penalty imposed by an agency of the state or Federal government (whichever shall be the greater).

- **ANCILLARY PROVISIONS**

Section 1090 Transition to Next Contractor

In the event that Contractor is not awarded a contract to continue to provide solid waste collection services, Contractor shall cooperate fully with the Municipalities and the subsequent contractors to assure an orderly and effective transition. Such cooperation shall include, but not be limited to, lists of accounts in electronic and written form, providing route maps, route lists and other similar information. At the discretion of the municipalities, the automated carts labeled Town of McCandless / Ohio Township which are curbside and viable, may continue to be used by the assigned households until no longer serviceable. The Contractor shall provide all such information to the Municipalities no less than one hundred fifty (150) days prior to the expiration of the contract.

Attachments

- 1. Landfill Permit**
- 2. Recycle Permit**
- 3. Compost Permit**
- 4. HHW-Sample Flyer, Operation Plan**
- 5. Summary Qualification**
- 6. Experience Listing**
- 7. Disposal / Processing Facilities**
- 8. Credit Information**
- 9. Certificate Liability Insurance**
- 10. Officer/ Director Listing**
- 11. Inc. Corporation laws of Pennsylvania**



Duplicate

May 12, 2017

CERTIFIED MAIL NO. 7003 2260 0005 8734 3446

Adam Finley
Arden Landfill
100 Rangos Lane
Washington, PA 15301

Re: Permit Renewal
Arden Landfill
Chartiers Township
Washington County
I.D. No. 100172
APS No. 17483
Authorization No. 1138841

Dear Mr. Finley:

The Department of Environmental Protection hereby issues, in accordance with Article V of the Solid Waste Management Act, 35 P.S. Sections 6018.101, et seq., a renewal of Solid Waste Permit No. 100172 for the operation of the Arden Landfill.

Compliance with the terms and conditions set forth in Solid Waste Permit No. 100172 is mandatory. You have the right to file an appeal as to the modified terms and conditions.

This authorization does not relieve the applicant from applying for and obtaining any additional permits or approvals from local, state or federal agencies required for this project. Please be advised that if any other permits are required for this project, they must be issued prior to undertaking the activities described in the permit application. Issuance of the enclosed permit(s) does not indicate an affirmative action on any other pending or future permit applications. If you are uncertain as to whether or not other permits are needed for this project, please use the Department's "Pre-Application Consultation Tool" (PACT) which can be found at <http://www.ahs.dep.pa.gov/PACT/>. The online tool is designed to quickly and easily assist potential applicants in determining which types of environmental permits, authorizations or notifications would be needed for specific projects. Based on the user's responses to a series of simple questions, PACT automatically provides an email response with information on permits and other information an applicant should consider.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

If you want to challenge this action, your appeal must reach the Board within 30 days. You do not need a lawyer to file an appeal with the Board.

Important legal rights are at stake, however, so you should show this document to a lawyer at once. If you cannot afford a lawyer, you may qualify for free pro bono representation. Call the secretary to the Board (717.787.3483) for more information.

If you have any questions about the enclosed permit or requirements of the Solid Waste Management Act, please contact Denis Strittmatter at 412.442.5800.

Sincerely,



Michael G. Forbeck, P E
Environmental Program Manager
Bureau of Waste Management

Enclosure

cc: Washington County Planning Commission (w/enclosure)
Chartiers Township (w/enclosure)
Civil Design Solutions, Inc.
Regional (w/enclosure)
Chron (w/enclosure)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE MANAGEMENT

FORM NO. 13-A
MODIFICATION TO SOLID WASTE DISPOSAL AND/OR PROCESSING PERMIT

Under the provisions of Act 97, the Pennsylvania Solid Waste Management Act, the Act of July 7, 1980, P.L. 380, 35 P.S. §§ 6018.101, et seq., Solid Waste Permit Number 100172 issued on July 26, 1990 to Arden Landfill, Inc., 200 Rangos Lane, Washington, PA 15301 for operation of the Arden Landfill located in Chartiers Township, Washington County is hereby modified as follows:

1. This permit modifies Solid Waste Permit No. 100172 originally issued on July 26, 1990. It is issued in response to Solid Waste Management Permit Application No. 100172, designated as Authorization Request No. 1138841 for Permit Renewal dated May 25, 2016. The plans and specifications in the application, including subsequent revisions and addendum(s) submitted to the initial application, are approved by the Department and are enforceable as a part of this permit amendment.

This permit is issued based on the assumption that the information submitted in the referenced application and defined in Permit Condition No. 2, is accurate. Any inaccuracies found in this information may be grounds for the revocation or modification of this permit and potential enforcement action.

2. This approved application consists of the following documents:

Form No./Letter	Form Title	Date (Revision)
Form G1F	General Information Form	5/25/16
Form A	Application for Municipal or Residual Waste Permit	5/25/16 (1/18/17)
Form B	Professional Certification	5/25/16
Form B1	Application Form Certification	5/25/16
Form HW-C	Compliance History	5/25/16
Form E	Contractual Consent of Landowner	5/25/16
Form I	Facility Plan	5/25/16
Form 46	Relationship Between Municipal Waste Management Plans and Permits	5/25/16 (12/2/16)
	Bonding Worksheets	5/25/16 (1/18/17)
Correspondence	Addendum #1	6/22/16
Correspondence	Technical Review Letter Response	12/2/16
Correspondence	Second Technical Review Letter Response	1/18/17

3. **This permit modification renews Permit No. 100172 for a 10-year period that expires on May 12, 2027.** The disposal operations authorized by this permit modification may be conducted until the final grades shown on Drawing No. (2003-78)-5 dated December 2004, as revised on March 31, 2011, and described as the Final Cover Grading Plan are achieved or the permit expires, whichever is earlier.

This modification shall be attached to the existing Solid Waste Permit described above and shall become a part thereof effective on May 12, 2017.



FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

**PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE MANAGEMENT**

Permit No. 100172

4. Surety Bond No. 8205-73-03 dated February 15, 2017, with Arden Landfill, Inc. as principal and Federal Insurance Company as surety for the amount of \$15,621,127 and executed between the permittee and Department is approved in support of this 433.5-acre permit.
5. This permit modification restricts the quantity of waste materials authorized to be staged at the facility prior to on-site disposal or awaiting transport off-site as follows:

Scrap liner staged for recycling	50 tons
Waste in the overnight staging area	1,000 tons
Residual waste staged for use as alternative daily cover or solidification	500 tons
Oil and gas drilling waste awaiting Form U approval	4,000 tons

The permittee shall maintain records which accurately account for all waste materials staged at the facility and be able to at all times verify conformance with the tonnage limitations established above. The required records shall be made available to Department personnel upon request.

Waste meeting a Residual Waste Code (RWC) 800 series classification shall not be staged on the approach route, access road, parking lot or scalehouse area.

6. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions of this permit shall apply.
7. Approval of this permit modification does not guarantee site stability or operational effectiveness, or connote Department concurrence in all opinions or conclusions set forth in the application documents. Failure of this site to perform as intended or designed according to the application documents herein approved for any reason, or in accordance with the requirements of any applicable law or regulations or in a manner protective of human health and the environment, shall be sufficient grounds for modification, revocation or suspension of this permit.
8. Unless amended by this permit modification or a previously approved permit modification, all design and operational requirements set forth in Solid Waste Permit No. 100172, issued on July 26, 1990 remain valid for this permit modification.

04/14/2021 09:16

THE FACE OF THIS DOCUMENT HAS A MULTICOLORED BACKGROUND

Allegheny County
Health Department
Permit

Issued To
Waste Management
WM - Pittsburgh LLC

Location
4100 Grand Av
Pittsburgh, PA 15225

Client ID
201211280013

Permit
202101130001

Category
Recycling Facility

EXPIRES LAST DAY OF

THIS IS TO CERTIFY THAT THE ABOVE NAMED ESTABLISHMENT HAVING COMPLIED WITH THE RULES AND REGULATIONS OF THE HEALTH DEPARTMENT, COUNTY OF ALLEGHENY, IS HEREBY GRANTED A PERMIT FOR THE ABOVE NAMED LOCATION AT THE SPECIFIED CATEGORY DURING THE PERIOD ENDING THE LAST DAY OF THE MONTH AND YEAR AS SHOWN ABOVE UNLESS REVOKED, SUSPENDED OR SURRENDERED. THIS PLACE OF BUSINESS IS SUBJECT AT ALL TIMES TO THE RULES AND REGULATIONS, INCLUDING INSPECTION BY THE ALLEGHENY COUNTY HEALTH DEPARTMENT.

THIS PERMIT IS NOT TRANSFERABLE AND MUST BE DISPLAYED IN A CONSPICUOUS PLACE.

DUPLICATE

Debra L Bogen MD

Director
Debra L. Bogen, MD, FAAP, FABM



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHWEST REGIONAL OFFICE

August 3, 2010

Mr. Jerry Sabatini
USA Valley Landfill Facility, Inc.
6015 Pleasant Valley Road
Irwin, PA 15642

Re: Yard Waste Compost Area
Valley Landfill
Penn Township
Westmoreland County
ID No. 100280

Dear Mr. Sabatini:

This letter is to clarify to you that the information submitted under cover letter dated July 31, 1998 for the yard waste compost area at the Valley Landfill satisfies the requirements of 25 PA Code Section 271.103(h) permit-by-rule for a yard waste composting facility. Additionally, the compost area is included in the permitted site drawings under Solid Waste Permit No. 100280 and may be inspected periodically during monthly landfill inspections. If any further changes are made to this site, please notify this office.

Please remember to track the tonnage of yard waste received at the facility and report this tonnage to the appropriate municipalities so they may include this information in their Annual Recycling Report to the counties which is due by February 15 each year.

Sincerely,

Michael G. Forbeck, P.E.
Regional Manager
Waste Management

20616 SC.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

BUREAU OF WASTE MANAGEMENT
Highland Building
121 South Highland Avenue
Pittsburgh, Pennsylvania 15206-3988
(412) 645-7100 (answers 24 hrs.)

October 9, 1990

Mid-American Waste Systems, Inc.
326 LaFever Hill Road
Cheswick, PA 15024

Attention: Mr. Joseph Fasulo

RE: Leaf Composting Facility
Valley Landfill
Penn Township
Westmoreland County
I.D. #100280

Dear Mr. Fasulo:

The Department has completed its review of the above referenced plan submitted to this office on September 26, 1990. In order for the Department to approve this plan, the following additional information is requested:

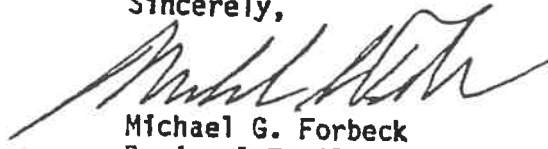
1. The plan must demonstrate that the construction of the proposed facility will not interfere with the approved closure plan for this area of the landfill.
2. A construction schedule should be included with this plan which establishes the sequencing of the construction of the composting facility and the closure plan implementation.
3. The operational narrative should include:
 - a. The proposed turning frequency of compost piles (not less than two times per year),
 - b. Provisions for emergency response (such as files),
 - c. Public information and education programs.
4. Provide documentation that this proposed facility is not located:
 - a. In any wetland,

October 9, 1990

- b. Within one quarter mile upgradient and 300' downgradient from a private or public water source,
- c. Within 300' measured horizontally from any occupied dwelling unless the current owner has provided a written waiver consenting to this location being closer than 300'.

If you have any questions in regards to this matter, please contact Dave Eberle at the above reference or telephone number.

Sincerely,



Michael G. Forbeck
Regional Facilities Manager
Bureau of Waste Management
Southwestern Region

MGF:DEE:ld

cc: Regional
Chron
Central - Waste Minimization & Recycling
Wehran Engineering Corporation

04/14/2021 09:16

IF ANY OF THIS DOCUMENT HAS A MULTICOLORED BACKGROUND

Issued To
Waste Management
WM - Pittsburgh LLC

Location
4100 Grand Av
Pittsburgh, PA 15225

Allegheny County
Health Department
Permit

Client ID
201211280013

Permit
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THIS PERMIT IS NOT TRANSFERABLE AND MUST BE DISPLAYED IN A CONSPICUOUS PLACE.

DUPLICATE

Debra L. Bogen MD

Director

Debra L. Bogen, MD, FAAP, FABM

Attention: Residents of Ross Township, PA

Home Collection Program for Household Generated Special Materials

As part of the residential solid waste and recycling contract with Waste Management, you have a convenient new opportunity to dispose of your household generated special materials- safely, easily and responsibly. Introducing the At Your Door Special CollectionSM program, a residential service offered by Waste Management to provide year-round collections for you.

HOW DOES IT WORK?

1. To Participate, you must set up a collection appointment.

There are three ways to schedule a collection:

- Go to www.WMAtYourDoor.com
- Call 1-800-449-7587 (Monday-Friday 8:00am-8:00pm Eastern Time)
- Email AtYourDoor@WM.com

The Call Center operators will guide you through the steps toward a safe and successful collection. You will be asked several questions, including your address and the type and amount of materials available for the pick up. You will be provided a convenient collection date and information about where to place the kit for collection. A kit will be sent to your home in plenty of time for you to gather and pack your materials.

2. Preparing for collection

The collection kit includes an instruction sheet and other items to help pack and secure your household generated special materials. Please read the instruction sheet included in the kit.

3. Material is collected

On the scheduled date, the customer service technician will collect materials directly from your home. They will sort and pack the materials for proper transportation, recycling and disposal. Participants will receive a postage-paid survey card to complete and mail back to help track the program.

4. You have more material than will fit into the Kit?

Remember, this service is available year-round. Just schedule another collection! Small quantities may be combined with your neighbors. Call Center Representatives are available from Monday - Friday 8:00 AM - 8:00 PM ET. Leave a message after hours, weekends and holidays. Email the Call Center: AtYourDoor@WM.com

Managing Household Hazardous Waste: The best method of managing Household Hazardous Waste (HHW) is to prevent its generation in the first place. This involves selecting the least toxic item "to do the job" and buying only the minimum amounts necessary. Buying in large quantities is not a bargain if half of it has to be discarded. In the future, please consider buying environmentally friendly products.

Did You Know?

Latex paint is not a hazardous waste. It can often be donated to community groups and other organizations for re-use. Please consider this option before disposal.

Used motor oil is not hazardous, but may pollute our groundwater, waterways and soil if not properly managed. Many automotive station, auto parts and supply stores will accept used motor oil for recycling.

Automotive batteries may be exchanged at the place of purchase. Many battery retailers offer recycling even if you are not purchasing a new battery. In some cases, there may be a charge. Some scrap yards will also purchase lead acid batteries.

For more information on HHW, visit DEP through the Pennsylvania Homepage
at www.state.pa.us or directly at www.dep.state.pa.us

Door-to-Door Operational Plan

Home Generated Special Waste Collection
(includes household hazardous, universal,
sharps, electronic waste)

Western Pennsylvania

February 2012

This document supersedes all previous versions

This document is for the exclusive use of WM Curbside, LLC employees and its sub-contractors working in Western Pennsylvania. This is a proprietary work product to be considered confidential when included with permit applications.

WM Curbside, LLC is a Waste Management company.

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INTRODUCTION

This document has been produced for use by WM Curbside, LLC, its employees and its subcontractors to ensure that the program parameters and regulations are met. Employees and subcontractors will learn the contents of this document and a copy will remain on the vehicle for reference.

The basic program is called a "Door-to-Door". Review the section in this document that provides more detail on the regulatory issues regarding the operation of this unique concept.

WM Curbside, LLC and/or its subcontractors are registered hazardous waste transporters.

This operational plan is designed to meet U.S. D.O.T. and OSHA requirements in addition to state and local regulations.

A copy of this document may be included with permit submissions. It is considered a proprietary work product and confidential and should not be provided to the general public per state law.

WM Curbside, LLC will modify this document from time to time for the purposes of insuring compliance with changing regulations.

NOTE : WM Curbside, LLC's Household Hazardous Waste Door-To-Door Collection Program in Western PA is managed locally by a sub-contractor, Cycle Chem, Inc., with a facility located at 550 Industrial Drive, Lewisberry, PA 17339.

DOOR-TO-DOOR PROCESS

The following is a summary of the process from the time a public education effort begins informing the public about the program through the collection and management of waste. More details on various elements are found throughout this document.

1. The Public Education Program informs participants about the Door-to-Door Program and its benefits. Incentives are offered where appropriate.
2. A participant calls the Call Center number and requests collection of household generated special waste (1-800-449-7587). The caller must be qualified, i.e., a participant of the County.
3. The Call Center Operator explains the Door-to-Door program, describes the household hazardous waste collection "Kit" that will be mailed that discusses the types of materials that are eligible for collection (a list of acceptable and unacceptable waste is provided separately). The Call Center Operator assigns collection dates and identifies special needs.
4. Kits shipped to participants via USPS.
5. The Kit arrives several days prior to the collection allowing participant adequate time to gather materials.
6. Customer Service Technicians (CST's) are provided with a route sheet to facilitate the efficient routing of collections. Participants who require special assistance are identified on the route sheet along with other important notations, i.e., location of waste.
7. The Kit will be opened on the spot. All contents will be inspected and listed on the inventory sheet.
8. Ineligible materials and unlabeled or unknown materials will be given back to the participant, if home. If participant is not home, the materials will be left in the Kit which will be resealed. A door hanger is left indicating why the material is unacceptable. The participant is requested to call the Call Center for information/instructions. Waste is sorted in the vehicle. No hazcating (hazardous categorizing) is done on a regularly scheduled collection because unknowns are not collected. (Hazcating is a testing process to determine the hazardous characteristics of an unknown substance).
9. CSTs will take the eligible materials to the vehicle using a safe method which will avoid spills in transit. The method will include carrying individual containers or

removing items from the Kit approved container and placing them into a containment device which is then carried to the truck. Once the waste is at the vehicle it will be separated and placed into D.O.T. approved shipping containers according to hazard class and applicable DOT and CFR. Any ineligible waste will be resealed in the kit approved container and left where it was found. A door hanger is left indicating the reason why the waste was left.

10. As soon as the first item goes into a new container, the container will be labeled and placarded as necessary, per DOT specifications. A sticker will be placed on the specially designed label containing city specific information. Waste from more than one county may be combined in a single container. When waste from more than one county is placed into the container, a separate county specific label will be affixed to the container with all information required by U.S. DOT. All shipping containers are sealed before the vehicle departs. Used oil and antifreeze is not decanted at the residences, unless there is a leaking container or it is to prevent or take care of an emergency. Packing and spill containment procedures are outlined in the CST training program. Secondary containers are D.O.T. rated drums.
11. The vehicle will be secured and driven to the next location on the route sheet.
12. When hazardous waste containers are full they will be shipped to a TSDF. The TSDF for hazardous waste is listed on the manifest. Hazardous Waste collected in Western Pennsylvania is currently shipped to Cycle Chem, Inc. in Lewisberry, PA. Other TSF facilities may be used. A complete list of destination facilities for waste is available.

**If the participant is home and the materials are properly identified and labeled, they will be taken. If the participant is not home and the materials cannot be identified, the materials will be repackaged and both a door hanger and phone message will direct the participant to contact the call center about scheduling another date to collect the materials once they have been properly identified. If the participant cannot identify the materials, arrangements can be made to have the material tested, packaged, and removed. The participant will call the WM Curbside, LLC call center and request a collection or the CST will notify the call center to call the resident to rescheduled a test and collection.*

An inventory/record form is created at each home. All items collected are listed along with the name of the participant and the address.

CALL CENTER/CUSTOMER CONTACT

Public education efforts will direct consumers to call the Call Center phone number, 1-800-HHW-PKUP (449-7587). The Call Center will be answered by a person (based at our corporate office) between the hours of 5:00 a.m. and 5:00 p.m. PST, Monday through Friday (some operators are bi-lingual). Callers are prompted to press a key for English or Spanish. Calls received during holidays, weekends and after hours will be answered by an automated system. Participants can call twenty-four hours a day, seven days a week.

If participants call during off-hours, they are prompted to leave a name and telephone number. Calls left in the automated system will be returned the next business day.

When participants call in to schedule, they will be told to expect an HHW Kit to arrive at their home via U. S. mail, for use in packaging their eligible household hazardous waste materials. The operator will explain how to use the Kit. Participants will be encouraged to call back to ask any questions that may arise. Participants will be told that they must not, under any circumstances, place the Kit by the curb.

The Kit will usually be shipped at least five days before the scheduled collection day. USPS has indicated that delivery of the Kit to the participant should take no more than two-three days. Requests received within five days of the next collection date may be scheduled for a subsequent collection date. This ensures that participants will receive their Kits with sufficient time to prepare the Kit properly.

COLLECTION PROCESS

WM Curbside, LLC developed a proprietary database and dispatching system that helps to ensure that our CSTs know where to find participants homes and what materials the participant indicated they have for collection. Each CST receives a route sheet for the day. That sheet includes name, address, phone number and a short note about the nature of the waste to be collected. Any special needs are indicated in the notes field along with information from the participant, i.e., knock on the door or watch for the dog, etc.

Collection vehicles are inspected each day to ensure that they are safe to operate. CSTs load transportation containers based upon the estimated volume of various types of waste to be collected. The route sheet provides a good indicator as to the number and types of containers needed. An inventory of spill response and safety equipment is taken to ensure that these supplies are available in the event they are needed.

When the CST arrives at the home, he/she looks for the Kit. The vehicle is parked at the curb as close as possible to the home. The CST puts on gloves and eye protection

and proceeds to the materials. The Kit is opened and the contents are inspected on site for unacceptable materials.

If unacceptable materials are present, the participant will be informed that the material cannot be accepted. The participant will be given instructions (identify, package and call for a collection) as to how to manage any unacceptable materials. In the event the participant is not home, the unacceptable materials will be left in the Kit, which will be resealed. A door-hanger placed on the door or screen will instruct the participant to call the Call Center for information about proper disposal of the unacceptable materials. In order to prevent spills, the CST is prohibited from carrying the approved container (an impervious plastic bucket) to the vehicle. CSTs must cut the tie on the approved container and inspect the materials before placing them into the transport device to the vehicle. Any unacceptable items are left in the approved container along with leaking containers. The CST will not take physical possession of unknowns or leaking containers. Should there be any dangerous items, i.e., explosives or chemicals used to produce illegal drugs, they will contact the fire department and leave the entire approved container. If liquids are leaking in the approved container and labels are obscured, the entire contents will remain in the approved container. The approved container will be sealed and left in place with a door hanger indicating that the containers must be cleaned, the spilled liquid repackaged and labeled and to call for a new collection.

Once WM/Curbside inspects and takes possession of the contents of the plastic bag at the customer's residence, WM/Curbside assumes responsibility for the contents of the bag at the point of the placement of the plastic bag by the customer. Any spills or cleanups resulting from this collection are not reimbursable under this program.

After the materials have been transported to the collection vehicle, an inventory of the items is listed on WM Curbside, LLC's Inventory/Collection Record. Items are separated and placed into separate containers based upon their hazard class. For example, oil and based paints are placed with other compatible materials such as mineral spirits and paint thinner. Only compatible materials are placed in the same container. Prior to leaving for the next location, notes are made on the route sheet indicating that the collection was made or not. Any unusual details are noted, i.e., a leaking bottle of oil.

COLLECTION VEHICLES

WM Curbside, LLC and/or its subcontractors utilize newer vehicles to serve participants. Vehicles are maintained in good condition and are safe to operate. Generally, the size of the vehicle is a 16' to 20' box truck. The vehicles are, on average capable of transporting up to 3,500 pounds of material.

The average collection day for one CST consists of visiting approximately 12 to 20 homes per day depending on the volume of chemical and electronic waste scheduled for collection.

Vehicles are placarded, although the placards are only used when the total quantity of D.O.T. hazardous waste equals 1001 pounds or more. There are very few days during the year when the quantity of D.O.T. hazardous waste equals 1001 pounds or more.

Vehicles are inspected every day according to state and federal requirements. CSTs are required to review their inventory of safety and spill response equipment before operating their vehicles.

Vehicles have sufficient capacity to contain the household hazardous waste scheduled to be collected on a specific date. This ensures that the vehicle is not overloaded and there are a proper number of containers for the types of waste to be collected.

All vehicles maintain appropriate state registration for handling these types of waste streams even though a quantity of less than 1,001 pounds is not considered to be hazardous by the Federal Department of Transportation regulations.

The vehicles are placed on a routine maintenance schedule to ensure that they are operating properly and that the risk of a breakdown is minimal.

Waste is contained in D.O.T. rated new or recycled containers. Waste collected in original or repackaged containers is "primary" containment. The containers on the vehicle provide "secondary" containment and also include absorbent materials. Bulk materials include used oil and used antifreeze are stored in D.O.T. containers which are inside larger D.O.T. containers providing secondary containment. Any overflow from the primary container to the secondary container (bulk oil and antifreeze) is pumped out regularly.

Incompatible materials will not be stored next to each other. Compatible containers will be placed between incompatible containers.

The area where the bulking is being performed is secure. Only a WM Curbside, LLC employee will have access to the storage area of the truck.

The floor of the vehicle is either a second floor with an impervious barrier between the first and second or an impervious primary.

Vehicles are to remain locked when not being operated. They are to be parked at the end of each day in a secure area.

Each vehicle contains the following:

- Vehicle registration form
- Hazardous waste transporters permit
- Proof of insurance
- Copy of this document
- Copy of PBR
- Various forms/manifest documents
- Route sheet
- Inventory sheets (completed for stops accomplished)
- Spill clean-up equipment
- Eye wash station
- Fire extinguisher
- PPE
- Containers for waste
- Straps to secure containers
- Tools to tighten containers

SPECIAL HANDLING

CSTs will not go into homes, garages or other areas that could be potentially hazardous to them, such as old sheds or confined spaces. The collection kit must be placed outside the dwelling, on or near the front porch or in front of the garage door, as long as the garage is not in or near an alley way. All materials placed in the collection kit must be properly sealed and be clearly labeled. The original container label is usually sufficient, however, generic labels are provided for the residents' convenience.

Note: It is a rare case when materials cannot be identified by participants when they are asked to do so. The most frequent occurrence is one in which a participant places a container for collection without using a label. When they are asked what the material is, they identify it. The CST places a label on it and accepts it. Very few, less than 1% of participants, require extensive help with identification. If this is required, an appointment will be made and a CST sent specifically to assist as long as the waste is residential in nature.

When explosive or dangerous chemicals are present, the CST is instructed to first explain the issue to the participant and request that they contact the appropriate agency (they will be provided with this information).

In all cases of dangerous materials, the sponsoring public agency will be notified immediately regardless of the actions taken for disposal. In the event that the participant is not home and the CST deems that leaving the waste would be a serious hazard, the CST will call the Fire Department.

Multi-family homes will be collected from in a manner similar to that described above for single-family homes. Multi-family homes, however, are typically apartments that are often not facing the street or curb. Participants are told to place the materials in a safe location not on public property. A safe location is one where the waste is not on public property or in an area where it could be mistaken for trash e.g. not near a waste containers. A safe location is by their door or at the manager's office. The location is discussed during the call.

THE HOUSEHOLD HAZARDOUS WASTE COLLECTION KIT (Kit)

The HHW collection Kit was designed to assist participants in collecting and packaging their waste. The educational material included in the Kit helps to ensure that participants do not place for collection, waste that cannot be collected by the CST (see next section on eligible materials).

The Kit contains the following items:

- commercial, approved container – clear recyclable plastic – HHW label on outside.
- Instruction sheet.
- One-way tie(s) to secure the approved container.
- Labels (various common items).

The instruction sheet clearly indicates how the program works: how to place the approved container at the designated location; fill it to the point where it can be sealed and no more. A brief list of unacceptable material types is listed along with tips on handling the waste to ensure that it is not mixed.

The approved container is designed to contain up to 125 pounds without breaking, although the average approved container is filled to about 80 pounds. The approved container will hold 10 to 12 gallons of materials based on container size and depending on how carefully the resident packages it. The approved container is sufficient for about 80% of participants. In addition to the approved container being used to keep the waste

from animals and small children, it is designed to limit the waste so that the total collected in a day can be accommodated in the collection vehicle. The approved

container is not designed to be dragged or carried when full. CSTs are specifically prohibited from carrying the approved container to the vehicle. Participants are instructed to place the approved container on the porch or in front of the garage and bring the waste items to it.

In some cases, where prior notice and approval is given, more than one collection kit can be sent or large quantities of legacy waste can be collected from homes, i.e., estate clean outs. Generally only one collection kit can be picked up per appointment. If a resident has more waste than will fit in the kit, they can simply call for another collection appointment once their current collection has been completed. If the CST finds much more waste than anticipated, and taking the full amount might jeopardize service promised to others scheduled on that day, either the material will be left, with due notification, and the collection rescheduled or only a partial amount of the materials will be collected and a follow up collection will be scheduled.

A Kit is not sent to homes where the only waste being collected is electronics and or lamps.

ELIGIBLE MATERIALS/WASTE ANALYSIS PLAN

The Door-to-Door program is designed to collect most household generated special waste materials (a listing of acceptable materials is provided separately).

The Door-to-Door program will accept non-commercial fertilizers, pesticides, herbicides, engine cleaners, solvents, used oil and other material as indicated in the provided list. Biological waste will not be accepted (unless it is part of a sharps program specifically negotiated and detailed in the agreement). These include needles, lancets and material designed for health maintenance. The standard instructions indicate that these materials will not be accepted. If the collection of sharps is included, those items will be placed by participants, first into a rigid sealed container then into the Kit approved container.

Commercial materials are wastes in any container over five gallons and chemicals manufactured for commercial/industrial use e.g. nitric acid, red phosphorus. If the chemical cannot be purchased for example at a hardware store, it is probably commercial.

Under no circumstances will radioactive/nuclear items, ammunition or explosives be transported by WM Curbside, LLC and/or its subcontractors. Compressed gas cylinders are generally not collected as part of the regular program, some exceptions will be

made for cylinders. Participants will be provided with referrals for most unacceptable items. Smaller, less than three gallon propane cylinders can be collected.

WM Curbside, LLC and/or its subcontractors generally do not accept leaking containers; some exceptions are made for used oil because it is bulked on the vehicle. Unidentified materials will not be collected.

Business chemicals or commercial sized containers are not collected under this program. Special arrangements can be made to manage these types of waste separately between WM Curbside, LLC and the participant.

It is not necessary to characterize unidentified wastes since none are collected on a regularly scheduled collection route.

SAFETY AND HEALTH PROGRAM

One purpose of providing the Kit (approved container and materials in which participants are to place their hazardous materials) is to assist the participant in packaging the materials in a safe manner. The approved container is a plastic box with closable lids or a 6-mil plastic bag (depending on applicable regulations).

Participants are asked to place the Kit in a secure location that will not be subject to vandalism, tampering by children or animals. Participants are told that they should NEVER under any circumstances; leave the Kit at the curb or on a public right of way. The cable ties cannot be broken by adult strength without the use of a sharp knife or a large pair of scissors. Most children do not have access to either of these tools. Animals would have equal difficulty gaining access to the Kit. The plastic is tough enough to resist an animal attempting to chew through it. Most importantly, the Kit is placed outside only on the day of collection, so it is not left outside for several days. Because of the size and strength of the approved container, once closed and tied, it would be very difficult for moisture, either rain or snow, to enter the approved container. The approved container is labeled "Household Chemicals for disposal"

Participants are instructed not to place leaking containers into the approved container. Participants are asked to use original containers, many of which contain childproof caps and other safety closure devices. Virtually all of the material collected is provided in original containers, except for used oil, which is often placed into plastic milk jugs or other plastic containers that can be sealed.

The requirement that containers be sealed and not accepting leaking containers minimizes the chances of a reaction. Sharps if collected in this program must be placed into rigid sealed containers with no sharp ends protruding from the container.

If residents have pharmaceuticals which are not collected in this program, refer them to the call center for the current program.

Most importantly, all CSTs that perform Door-to-Door special waste collections for WM Curbside, LLC and/or its subcontractors receive targeted; work specific training. All training includes an in depth classroom curriculum. Field training consists of working with experts in the trucks, on actual routes as well as, chemical waste handling and discrimination. CSTs have portable cellular phones for emergency use. Cell phones allow the CSTs immediate access to emergency response in the event of a problem.

Vehicles are equipped with eye wash stations. In addition, should an employee spill something on their clothing, they can change into a set of personal protective clothing such as Dupont's Tyvek® clothing which is kept on the vehicle. Gloves and eye protection are mandatory. Special puncture resistant gloves are always used when handling sharps containers. Steel toe boots are required of all CSTs at all times.

WM Curbside, LLC and/or its subcontractors have agreements with respective workers compensation carriers to use approved clinics in the event that an employee is injured.

The local clinic near our subcontractor's Lewisberry facility is:

WORKNET Occupational Medicine
6108 Carlisle Pike
Mechanicsburg, PA 17050
717-691-9560

If the injury or illness is serious, the CST will call an ambulance or if safely able to, go to the nearest hospital with an emergency room.

This information is to be carried by employees both on their person and in the vehicle. It is also available on the GPS navigation units in each vehicle. In the event they cannot locate one, they can contact the WM Curbside, LLC or the subcontractor's main office for assistance.

A sign is posted indicating that no food or drink can be consumed inside the operational area of the vehicle.

TRAINING AND PERSONNEL REQUIREMENTS

All new employees including CSTs must undergo a drug screening and background check. This will insure that the person hired is legally entitled to work and that they do not have a criminal record.

WM Curbside, LLC and its subcontractor's technicians receive training to comply with D.O.T., OSHA and internal standards. WM Curbside, LLC and/or its subcontractors have developed comprehensive training programs to cover every aspect of the job for CSTs. The program is in the English language only. Employees must be fluent in English both verbal and written language.

All WM Curbside, LLC and its subcontractors' CSTs must achieve HAZWOPER certification 40 hours to start plus annual 8 hour refresher. In addition, they receive classroom and OJT training using the training program described above. Key aspects of the job are chemical discrimination and the proper transportation of the waste and D.O.T. requirements.

All WM Curbside, LLC and its subcontractors' CSTs must undergo a pre-employment physical and obtain a hazmat endorsement on their driver's license. Employees must submit to random drug screening. Due to the nature of the waste collected, any employee found to be in possession of illegal substances will be terminated immediately.

The use of alcohol or legal substances in excess is grounds for suspension and counseling or termination. Vehicle operators must have clean driving records when they are hired. Smoking is strictly forbidden in and around collection vehicles.

The company operations manager or regulatory compliance officer is responsible for training. This position requires a bachelor's degree and experience in the hazardous waste industry.

Periodic refresher training and supplemental training is provided to all individuals who handle hazardous waste and/or operate vehicles that transport hazardous and/or medical waste.

All employees are trained in spill response techniques for liquids, mercury and other waste.

Individual training notes, sign in sheets etc. are located at the corporate office in the individual training record.

DISPOSAL AND RECYCLING

Extreme care is taken to document the movement of materials from the point of collection from the homeowner to the final recycling destination. A record form is created for each home at the time of collection. This data is entered into WM Curbside, LLC's database to provide reports to the sponsoring agency.

Hazardous waste is collected and transported to the WM Curbside, LLC and/or its subcontractor's transfer facility, then to various TSD's for processing (a list is provided separately).

Non-hazardous waste destined for recycling is stored until there is sufficient quantity to ship which will take place within regulatory time limits.

Non-hazardous waste and universal waste included are shipped on a bill of lading.

Sharps are shipped to a medical waste treatment facility.

WM Curbside, LLC maintains detail in its computer database of all materials collected from all participants. In theory the quantities listed from the individual collection documents will match shipping documents. There will be rounding errors, so weight estimates may not match exactly.

RECORD KEEPING: MANIFESTS/RECORDS

Route Sheet: The first document to be prepared is a route sheet which lists the names and addresses of each home that is scheduled for a collection. This document is provided to the CST prior to the start of work. In the event that a non-scheduled participant stops a CST during the day and waste is collected from that person, their name and address is manually entered on the route sheet.

Inventory Records: An inventory record is prepared for each home. Waste collected from the home is entered on the record by waste category. The number of containers, the total volume that the containers could hold if full (liquid only) or the approximate weight of the container (solid material) taken from the container label is entered on the form. This form can help to locate a specific item collected from a specific home in a specific city.

Bill of Lading: Universal and non-hazardous waste is shipped from the transfer station under a non-hazardous waste manifest/record. These documents indicate that the waste originated at a home. The documents are created when the waste is consolidated and shipped for further processing. Copies of these documents are retained by the sponsoring agency and WM Curbside, LLC for at least three years.

Container labels: Each container contains a fully descriptive label. In the case when waste collected from homes in more than one county is placed into the same container, the percentage of waste in the container from each county is noted on the label. The container labels are designed to record waste collected from more than one jurisdiction. The percentage of waste by jurisdiction is indicated on the label.

Uniform hazardous waste manifests: As necessary per federal and state regulations, these documents are used to ship hazardous waste.

ELECTRONICS

WM Curbside, LLC and/or its subcontractors will collect virtually any electrical or electronic item for recycling. This includes not only glass products but toasters, microwave ovens, etc. Collection of E-waste is similar to the HHW collection program in that participants call for a scheduled collection. 100% of electronic waste collected by WM Curbside, LLC and/or its subcontractors is destined for recycling.

E-waste is transported in a manner that will prevent breakage. CSTs have received training in the proper handling of E-waste. E-waste destination located in waste destination list.

CONTINGENCY PLAN

A copy of this document shall remain on each vehicle.

Communication shall be via cell phone to management or verbal to anyone in the area of the vehicle should there be an incident.

In the event that weather or some other issue prevents a collection scheduled participants will be contacted by the WM Curbside, LLC call center and provided with new collection dates.

Additional drums and other containers are placed on the vehicles to ensure that all waste can be properly packaged.

Should a vehicle become disabled, another vehicle will be used in its place. If necessary, participants will be called by the call center and informed that their collection date must be rescheduled.

The on-site coordinator will be the vehicle operator. The offsite coordinator will be Josh Lindley, 484-256-7839, who is responsible for WM Curbside, LLC's subcontractors' operations.

EMERGENCY RESPONSE PROCEDURES

Emergency contact numbers:

- Call Center/Office – 714-223-3937 call first. Office will place local emergency calls if necessary
- Operations – Call second 303-359-9094. Will discuss clean-up procedures
- Emergency Responder – Veolia Environmental (800-688-4005). Call if instructed to do so by supervisor

The above numbers must be added to the "favorites" in CST'S cell phones. Refer to this document in the event of a spill.

Information required before making calls:

- Assumes that the spill could not be contained with equipment available on truck.
- Location, describe type of material, liquid/solid, is waste going into storm drain/creek?
- What have you done to stop it? What help do you need?
- Are you physically ok or have you sustained injury? Do you need medical help?

All CSTs are trained regarding procedures to follow should there be a spill on or around the vehicle. Copies of health and accident emergency numbers are required to be carried by each CST in their wallets and are posted inside each collection vehicle.

Due to the nature of this program, procedures focus on the likely events that can occur while the waste is being collected, transported and unloaded. All CSTs shall maintain a working cell phone with the vehicle.

A spill Kit is placed on each truck. This Kit contains absorbent materials, broom, shovel, container and personal protective equipment. If a spill is small, the CST is instructed to clean it up. If the spill is larger than can be handled by the CST, they are to call a supervisor immediately for assistance.

Should a spill contain significant quantities of hazardous material or if any material enters a storm drain or similar channel, the CST will call the main office emergency response number (888) 449-3733. At that point, WM Curbside, LLC will notify any agencies as required.

Veolia Environmental Services will be called for emergency response (800-688-4005) if there is a significant quantity of material, greater than can be managed by the onsite CST. (WM Curbside, LLC has a contractual relationship with Veolia).

Every effort will be made by the CST within the bounds of good sense and safety training to mitigate the incident immediately using appropriate PPE.

The CST/emergency coordinator will, in the event of a spill, record for authorities the approximate quantity and type of waste released. The CST will note any other aspects of the event that need to be communicated to emergency response personnel including any and all potential risks to human health and the environment.

In the event that the incident required the CST to call the fire department, Veolia Environmental Services, or any other emergency responder, the CST must remain at the location of the incident until the emergency responder arrives.

Vehicles are equipped with the following materials for decontamination and spill clean-up/containment:

- Eye wash station.
- Gloves
- Puncture resistant gloves
- Tyvek® suits
- Safety-glasses
- Industrial wet wipes
- Granular absorbent
- Respirator
- Broom
- Flat shovel
- Empty containers
- Cell phone
- Booms
- Bung wrench, aluminum

Spill Procedures when it is possible to clean-up the spill:

- Identify the waste

- Identify the source
- Assess possible health hazards, use appropriate PPE
- Use available equipment to stop any leaks
- Clean-up the spill, place any absorbed waste into the container appropriate for the waste.
- Create an inventory sheet listing the waste generated from the clean-up.
- Call the corporate office and report the incident.
- Take photographs.
- If instructed, wait until a representative from the county arrives.
- If the spill takes place at a home, notify the property owner and if not at home, leave a door hanger.
- Write the details of the report on the route sheet and forward with photographs.
- The office will make any formal report required by local agencies.

Spill procedures when it is not possible to mitigate or clean-up:

- Follow above notification procedures
- Notify anyone in the vicinity to leave the area
- Don appropriate PPE
- Do best to contain the spill if it is safe
- Assist emergency responder
- Provide information to any enforcement agency
- Take photographs and make a written report of the incident
- Remove the waste in own vehicles if possible.
- Sign and retain a copy of any emergency responder documentation
- Forward to the office any documentation from any agency

PREPAREDNESS AND PREVENTION PLAN

Based upon an assessment of potential risks associated with this program, it has been determined that material leaking from a vehicle would pose the greatest risk followed by a reaction between materials stored on the vehicle. To prevent material from leaking from the collection vehicle, WM Curbside, LLC and its subcontractors have fitted trucks with secondary floors (or primary leak proof floors) that contain a leak-proof barrier. The only way material can leak from a truck is through the back door. To prevent this, a boom is laid just inside the back door in the event of a spill.

Most containers are drums. Open top steel drums have a rubber seal and the drums are tightened with a wrench to ensure that they seal properly. Drums are strapped to the wall of the vehicle using e-trak systems (a secure industry standard locking system). If the vehicle is involved in an accident, it is unlikely that the drums will open. Any spillage inside the truck will be contained by the flooring and booms.

To prevent reactions, waste is separated into different containers based upon hazard class and compatibility. CSTs receive in house chemical segregation training. If a CST has any questions, they can call WM Curbside, LLC's operations manager (303-359-9094). Only known materials will be collected. No explosives, ammunition or extremely reactive materials will be collected.

CSTs are instructed not to park vehicles near the entrance to a storm drain. When bulking oil inside the vehicle, they are to ensure that it is parked on level ground and that there are no storm drains or dirt under or around the truck. Vehicles are parked on concrete at the end of the day in a secure area.

BUSINESS WASTE

Business waste will not be collected as part of any public agency program. Business waste collected by WM Curbside, LLC is done as an activity between WM Curbside, LLC and the business entity. A separate hazardous waste manifest is created (if required) and hazardous waste is not commingled with any waste collected from public agency sponsored programs.



At Your Door
Special Collection

CONTACT LIST

PITTSBURGH

Edward M. Scurry

Senior Operations Manager – Eastern Region

escurry@wm.com

301 Stanhope St.

Pittsburgh, PA 15204

412-979-5374

PITTSBURGH

James Anderson

Operations Manager Western Pennsylvania

Jander29@wm.com

301 Stanhope St.

Pittsburgh, PA 15204

412-888-9608

ANAHEIM

Shannon Pollacchi

Marketing Manager

hpollacc@wm.com

5101 E. La Palma # 206, Anaheim, CA 92807

Anaheim, CA 92807

512-356-8854

ANAHEIM

Paul Schlich

Sales Manager

pschlich@wm.com

5101 E. La Palma #206

Anaheim, CA 92807

714-342-9408



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Covered Device Recycling Act (Act 108) of 2010 (CDRA) Responsibilities Landfill/Resource Recovery Facility, Hauler and Transfer Station

The Covered Device Recycling Act (CDRA) requires certain recycling responsibilities and a disposal ban for covered devices, both of which will affect landfills and resource recovery facilities, as well as haulers and transfer stations.

- Covered Devices include desktop computers, laptop computers, computer monitors, computer peripherals and televisions.
- Beginning Jan. 1, 2012, any covered device from a collection program in Pennsylvania must be recycled at a facility that has achieved and maintained either Responsible Recycling (R2) Practices Standard or e-Stewards certification, or certification from an internationally accredited third-party environmental management standard for the safe and responsible handling of covered devices (certified facility). (As is currently required, all Pennsylvania electronics recycling facilities must be approved to operate under general permit #WMGR081 [regarding the processing and beneficial use of electronic equipment and components by sorting, disassembling or mechanical processing].)
- Beginning Jan. 24, 2013, no person may dispose of a covered device or any of its components with their municipal solid waste. Non-hazardous residuals of covered devices that are produced during the recycling of those devices by solid waste disposal facilities are excluded from the disposal ban.
- The disposal ban on covered devices also applies to truckload or container load quantities of covered devices from out-of-state sources.

Additional Information Specific to Landfills and Resource Recovery Facilities

Landfills and resource recovery facilities may not accept covered devices or their components beginning Jan. 24, 2013. An owner or operator will not be found in violation of the CDRA if they:

- Have made a good faith effort to comply with the Act;
- Have posted, in a conspicuous location at the facility, a sign stating that covered devices or any of their components shall not be accepted at the facility; and
- Have notified, in writing, all collectors registered to deposit solid waste to the facility that covered devices or their components will not be accepted at the facility.

Additional Information Specific to Haulers

Haulers of strictly covered devices do not need to obtain a waste transportation authorization from the Department of Environmental Protection (DEP).

Beginning Jan. 24, 2013, licensed waste haulers may not accept covered devices for disposal from any waste source or commingle covered devices with waste destined for disposal/resource recovery.

Transfer Station Responsibilities

Beginning Jan. 24, 2013, permitted transfer stations may not commingle any covered devices with municipal or residual waste.

For more information on the CDRA, visit www.depweb.state.pa.us (select 'Electronics Recycling' from the 'DEP Programs A - Z' menu), contact the Recycling Hotline at 1-800-346-4242 or contact:

Pennsylvania Department of Environmental Protection
Bureau of Waste Management
Division of Waste Minimization and Planning
Rachel Carson State Office Building
P.O. Box 8472
Harrisburg, PA 17105-8472
Telephone: 717-787-7382

For more information, visit www.depweb.state.pa.us, keyword: Electronics Recycling.



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHWEST REGIONAL OFFICE

May 4, 2012

Pat Harrison, EHS Manager
WM Curbside, LLC
5101 E. La Palma Avenue
Anaheim, CA 92807

Re: WM Curbside, LLC
In-Transit Waste Storage PPC Plan
McKees Rocks Borough
Allegheny County
License No. PA-AH 0793
EPA ID. No. PAR000042069

Dear Ms. Harrison:

The Department of Environmental Protection (DEP) reviewed WM Curbside, LLC's (WM) November 14, 2011 In-transit Waste Storage Plan, as revised on March 27, 2012, for the ten day in-transit storage of hazardous waste at the facility located at 85 Helen Street, McKees Rocks, PA 15136. The modified plan is acceptable. It is understood that WM will not be storing residual waste, waste tires, medical waste (sharps), radioactive waste, or explosive/unstable waste. See enclosure for a copy of the Department of Transportation's segregation of incompatibles chart.

Approval of this plan is contingent upon WM maintaining compliance with the transportation and bonding requirements of 25 Pa. Code Section 263a.32. DEP has approved a bond in the amount of \$10,000.00 for WM's in-transit storage operations at this location (for a total transportation bond amount of \$20,000.00).

If you have any questions on this matter please contact Elizabeth Bertha of my staff at 412-442-4345 or by email at ebertha@pa.gov.

Sincerely,

Michael G. Forbeck, PE
Environmental Program Manager
Bureau of Waste Management

Enclosure

bcc: Region w/enclosure Chron w/enclosure M. Forbeck D. McDaniel
E. Bertha S. Svitek S. Swarm P. Minor R. Fuller
J. Herman J. Baker - Central Office

MGF:ERB:few

412.442.4000 FAX: 412.442.4194 400 Waterfront Drive, Pittsburgh, PA 15222-4745

Printed on Recycled Paper

www.dep.state.pa.us

WASTE DESTINATIONS

Tradebe Environmental Services, LLC
2995 Grand Ave.

Pittsburgh, PA 15225

EPA ID# IND000646943

(All HHW except batteries, sharps, e-waste and latex paint)

Waste Management Healthcare Solutions

301 East Saint David's Road

Creswell NC, 97928

EPA ID# N/A

(destination for sharps)

WM Curbside, LLC

4785 Elati Street, Ste # 7

Denver , CO 80216

EPA ID # COR000206573

(destination for Non-RCRA materials and latex paint)

Interstate Batteries

103 Sandy Creek Rd

Verona, PA 15147

EPA ID# N/A

(lead acid batteries)

Interstate Batteries

1966 Lincoln Hwy

North Versailles, PA 15137

EPA ID# N/A

(lead acid batteries)

Waste Management

LampTracker

109 Twenty-Nine Ct

Williamson, SC 29697

EPA ID# SCR000764126

(fluorescent and all other lamps)

Curie Environmental

4020 Vassar Dr. NE Ste. D

Albuquerque NM, 87107

EPA ID# NMR000015859

(Smoke Alarms)

Amazon Environmental

1874 S. 437

Pryor, OK 74361

EPA ID# N/A

(latex paint recycling)

Visions Recycling
4481 Kilzer Ave
McClellan, CA 95652
EPA ID# N/A
(latex paint recycling)

AGreenSpan
322 Mall Blvd #240
Monroeville, PA 15146
EPA ID# N/A
(electronic waste)

Hi-Tech Recyclers
400 N. Lexington St. Suite LL117
Pittsburgh, PA 15208
EPA ID# N/A
(electronic waste)

E Loop Regional Recycling Center
625 Plum Industrial Ct.
Pittsburgh, PA 15239
EPA ID# N/A
(electronic waste)

INMETCO
One Inmetco Dr.
Ellwood City, PA 16117
EPA ID# PAD087561015
(household batteries)



625 Cherrington Parkway
Moon Twp., PA 15108
(800) 866-4460

Household Hazardous Waste Collection:

1. Experience list attached
2. An estimated 65 % of households per municipality
3. Avalon Borough
Harry Dilmore, 640 California Ave., Pittsburgh PA 15202,
Phone Number: 412-761-5820

Aleppo Twp
Gwen Patterson, 100 North Dr., Sewickley PA 15143,
Phone Number: 412-741-6555

Sewickley Borough
Kevin Flannery, 601 Thorn Dr., Sewickley PA 15202,
Phone Number: 412-741-4015
4. Review attached
5. Review attached
6. Review attached

HHW/E Waste-How the Program Works for Residents

Attention Residents of Mount Pleasant Twp, Pennsylvania

Home Collection Program for Household Generated Special Materials

As part of the residential solid waste contract with Waste Management, effective January 1st, 2016, you have a convenient new opportunity to dispose of your household generated special materials- safely, easily and responsibly. Introducing the At Your Door Special CollectionSM program, a residential service offered by Waste Management to provide year-round collections for you.

HOW DOES IT WORK?

1. To Participate, you must set up a collection appointment.

There are three ways to schedule a collection:

- Go to www.WMAYourDoor.com
- Call 1-800-449-7587 (Monday-Friday 8:00am-8:00pm Eastern Time)
- Email AtYourDoor@WM.com

The Call Center operators will guide you through the steps toward a safe and successful collection. You will be asked several questions, including your address and the type and amount of materials available for the pick up. You will be provided a convenient collection date and information about where to place the kit for collection. A kit will be sent to your home in plenty of time for you to gather and pack your materials.

2. Preparing for collection

The collection kit includes an instruction sheet and other items to help pack and secure your household generated special materials. Please read the instruction sheet included in the kit.

3. Material is collected

On the scheduled date, the customer service technician will collect materials directly from your home. They will sort and pack the materials for proper transportation, recycling and disposal. Participants will receive a postage-paid survey card to complete and mail back to help track the program.

4. You have more material than will fit into the Kit?

Remember, this service is available year-round. Just schedule another collection! Small quantities may be combined with your neighbors. Call Center Representatives are available from Monday - Friday 8:00 AM - 8:00 PM ET. Leave a message after hours, weekends and holidays. Email the Call Center: AtYourDoor@WM.com

Managing Household Hazardous Waste: The best method of managing Household Hazardous Waste (HHW) is to prevent its generation in the first place. This involves selecting the least toxic item "to do the job" and buying only the minimum amounts necessary. Buying in large quantities is not a bargain if half of it has to be discarded. In the future, please consider buying environmentally friendly products.

Did You Know?

Latex paint is not a hazardous waste. It can often be donated to community groups and other organizations for re-use. Please consider this option before disposal.

Used motor oil is not hazardous, but may pollute our groundwater, waterways and soil if not properly managed. Many automotive station, auto parts and supply stores will accept used motor oil for recycling.

Automotive batteries may be exchanged at the place of purchase. Many battery retailers offer recycling even if you are not purchasing a new battery. In some cases, there may be a charge. Some scrap yards will also purchase lead acid batteries.

For more information on HHW, visit DEP through the Pennsylvania Homepage at www.state.pa.us or directly at www.dep.state.pa.us.



THINK GREEN®

Account Name	Billing Profile	Effective Date	Units	Address	Rep
Aleppo Township	Single Billed	1/1/2012	603	100 North Drive Aleppo, PA 15143	Mike
Aspinwall Borough	Individual Billed	7/1/2015	1,274	217 Commercial Avenue Pittsburgh, PA 15215	AI
Avalon Borough	Individual Billed	1/1/2012	1,636	640 California Avenue Pittsburgh, PA 15202	Mike
Avonmore Borough	Single Billed	1/1/2014	345	PO Box 620 Avonmore, PA 15618	AI
Baden Borough	Single Billed	8/1/2013	1,775	149 State Street Baden PA 15005	Mike
Baldwin Borough	Single Billed	1/1/2014	8,600	3244 Chruchview Avenue Pgh PA 15227	Mike
Bellevue Borough	Single Billed	1/1/2012	2,931	537 Bayne Avenue Pittsburgh, PA 15202	Mike
Ben Avon Borough	Individual Billed	1/1/2012	779	7101 Church Avenue Pittsburgh, PA 15202	Mike
Braddock Hills Borough	Single Billed	1/1/2012	634	1300 Brinton Road Pittsburgh, PA 15221	AI
Bradford Woods Borough (N Hills COG)	Individual Billed	10/1/2011	479	PO Box 163 Bradford Woods, PA 15015	Mike
Bridgeville Borough	Single Billed	1/1/2013	1,991	425 Bower Hill Road Bridgeville PA 15017	Mike
Brownsville Borough	Single Billed	10/1/2016	1,104	200 2nd Street Brownsville, PA 15417	AI
Brownsville Township	Single Billed	10/1/2016	282	103 Barnett Avenue — Brownsville, PA 15417	
Carroll Township	Individual Billed	9/1/2014	2,484	130 Baird Street Monongahela, PA 15063	Mike
Center Township	Individual Billed	1/1/2013	4,276	2404 Center Grange Road Aliquippa, PA 15001	Mike
Centerville Borough	Individual Billed	10/1/2015	1,325	100 East End Road Brownsville, PA 15417	AI
Chippewa Township	Individual Billed	10/1/2014	2,669	2811 Darlington Road Beaver Falls, PA 15010	Mike
Coal Center Borough	Individual Billed	10/1/2016	66	P.O. Box 174 — Coal Center, PA 15423	AI
Crafton Borough	Single Billed	1/1/2015	2,638	100 Stotz Avenue Pittsburgh, PA 15205	Mike
Dormont Borough	Single Billed	1/1/2014	4,308	1444 Hillsdale Avenue Pittsburgh, PA 15216	Mike
Duquesne	Single Billed	1/1/2013	1,885	12 S 2nd Street Duquesne, PA 15110	AI
Edinboro Borough	Single Billed	4/1/2013	1,265	124 Meadville Street Edinboro, PA 16412	Mike
Elco Borough	Individual Billed	7/1/2016	114	601 E Route 88 — Elco, PA 15434	AI
Elizabeth Township	Individual Billed	7/1/2016	5,338	522 Rock Run Road — Elizabeth, PA 15037	AI
Etna Borough (N Hills COG)	Single Billed	10/1/2011	1,398	437 Buller Street Pittsburgh, PA 15223	AI
Fairview Township	Individual Billed	1/1/2014	3,383	7471 McCray Road Fairview, PA 16416	Mike
Forest Hills Borough	Single Billed	1/1/2012	3,050	2071 Ardmore Boulevard, Pittsburgh, PA 15221	AI
Franklin Park	Individual Billed	4/1/2014	4,802	2344 West Ingomar Road Pittsburgh, PA 15237	Mike
Girard Borough	Individual Billed	1/1/2016	922	34 Main Street West, Girard PA 16417	Mike
Girard Township	Individual Billed	1/1/2016	1,064	10140 Ridge Roas, Girard PA 16417	Mike
Glassport Borough	Individual Billed	2/1/2013	1,931	440 Monongahela Avenue Glassport, PA 15045	AI
Greensburg, City of	Individual Billed	1/1/2014	5,255	416 S Main Street Greensburg, PA 15601	AI
Greenville Borough	Individual Billed	4/1/2012	2,056	125 Main Street Greenville, PA 16125	Mike
Hampton Township (N Hills COG)	Individual Billed	10/1/2011	6,534	3101 McCully Road Allison Park, PA 15101	AI
Harborcreek Township	Individual Billed	4/1/2013	5,242	5601 Buffalo Road Harborcreek, PA 16421	Mike
Homer City Borough	Single Billed	2/1/2016	625	30 East Wiley Street Homer City, PA 15748	AI
Indiana Township (N Hills COG)	Individual Billed	10/1/2011	2,964	941 Rte 910 PO Box 788 Indianola, PA 15051	AI
Ingram Borough	Individual Billed	7/1/2015	1,250	40 West Prospect Avenue Pittsburgh, PA 15205	Mike
Inwin Borough	Single Billed	9/1/2016	1,978	424 Main Street Inwin, Pa 15642	AI
Jamestown Borough	Individual Billed	4/1/2013	200	406 Jackson Street Jamestown, PA 16134	Mike
Kilbuck Township	Individual Billed	1/1/2012	282	343 Eicher Road Pittsburgh, PA 15237	Mike
Lake City Borough	Individual Billed	1/1/2016	866	2350 Main Street Lake City PA	Mike
Leet Township	Individual Billed	1/1/2012	612	198 Ambridge Avenue Fair Oaks, PA 15003	Mike
McCandless Township	Individual Billed	10/1/2016	9,537	9955 Grubb Road Wexford PA 15090	Mike
McKees Rocks	Individual Billed	1/1/2015	2,078	340 Belle Avenue McKees Rocks, PA 15136-3514	Mike
Millcreek Township	Individual Billed	4/1/2012	16,463	3608 West 26th Street Erie, PA 16506	Mike
Millville Borough (N Hills COG)	Single Billed	10/1/2011	1,321	501 Lincoln Avenue Millvale, PA 15209	AI
Monaca	Single Billed	1/1/2014	2,452	928 Pennsylvania Avenue Monaca PA 15061	Mike
Moon Twp	Single Billed	4/1/2015	7,605	1700 Beaver Grade Rd Coraopolis, PA 15108	Mike
Mount Pleasant Township	Individual Billed	1/1/2016	1,224	31 Macarrell Road, Hickory PA 15340	Mike
New Kensington	Single Billed	1/1/2014	6,200	301 11th Street New Kensington, PA 15068	AI
North Huntingdon Township	Individual Billed	1/1/2016	12,514	11279 Center Highway North Huntingdon, PA 15642	AI
Nottingham Township	Individual Billed	10/1/2011	1,091	909 Sugar Run Road Eighty Four, PA 15330	Mike
O'Hara Township (N Hills COG)	Single Billed	10/1/2011	3,500	325 Fox Chapel Pittsburgh, PA 15238	AI

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Name: Erika Deyarmin

Position: Public Affairs Coordinator

Experience in planning and implementing residential refuse, yard waste and recycling collection, process, marketing programs.

My primary responsibility in Western Pennsylvania involves community relations and outreach, media and public relations and a portion of government affairs.

I assist with conducting educational programs for various community organizations, schools and local residents. Programs are heavily focused on sustainability efforts and recycling awareness. In 2015, we educated over 1,000 youth and adults to be environmental stewards across the Western PA region.

I deliver, create and present information designed to keep the public informed of company programs and accomplishments. For example, I have created custom information to promote recycling programs throughout communities and businesses. When requested, I have worked with customers to develop fact sheets, newsletter material, photographs, scripts and talking points.

Part of my responsibility also includes managing and facilitating our corporate giving of monetary, in-kind, and EITC donations. Since 2013, I have worked with organizations across Western PA to obtain over \$23,000 in grant funding to facilitate projects focusing on beautification and sustainability education. Waste Management also contributes around \$1 million annually to deserving Scholarship and Education Improvement Organizations across the state through the Education Improvement Tax Credit Program.

Industry training and or/certifications.

N/A

Record of operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.

N/A

Describe experience in hiring, training and managing the work force necessary to do the work.

N/A

End of form.

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Name: Lisa Chobot – 23 Years with WM

Position: Customer Experience Manager

Experience in planning and implementing residential refuse, yard waste and recycling collection, process, and marketing programs.

- Participated in functional CRM design, business process and business requirement workshops for new residential sales & marketing program which was pivotal in handling Order to Cash process, dynamic route based pricing, real time routing and in standardizing business processes across market areas
- Successfully implementation of Call Center Revenue Growth and Resi-save programs achieving 210% of Temporary sales and 106% of residential sales budget.
- Implementation of Live Chat & wm.com mailboxes to improve customer satisfaction through multi-channeled approach.
- Implementation of all telephony systems and corporate tools such as Knowledgebase, Capacity Plan, Scorecards to properly track call flow & agent productivity.
- 2011 Implementation of Industrial Sales Coordinators for Marcellus Shale/RET. Responsible for sales, billing & customer satisfaction.
- 2010 Successful implementation of 3rd Party Outsourcer (West) to assist in residential call volumes while providing an estimated annualized cost savings of \$464,518.00.

Industry training and or/certifications.

Attached are the company trainings for the past year.

- CCT Genesys Email Solution Training
- Security Awareness Training 2013
- CCT Genesys Email Reporting Training
- KByte 02—Scheduling Roll-Off Empty and Return Services
- KByte 03— Extra Pick-Up and Customer Service Navigation
- KByte 04—Enrolling Customers
- 2012-2013 Code of Conduct Training
- Q2 Enhancements Impacting Billing - Assessment

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Summary of Qualifications Form

Name: Rob Tepsich

Position: Director of Operations

Experience in planning and implementing automated residential trash, yard waste and recycling collection, processing, marketing programs.

5 years experience specifically overseeing large automated municipal contracts consisting of residential trash, yard waste, and recycling. Some examples are Cranberry Twp, Ross Twp, Scott Twp, Peters Twp, Upper St. Clair to name a few.

Industry training and/or certifications.

Graduate of California University of Pennsylvania with a Bachelors of Science, majoring in Business Management. Waste Management offers many training programs specific to the industry to include Safety, Environmental, Customer Service and Maintenance, in which I have successfully completed.

Record of operational experience indicating at least five years experience in the collection of trash, yard waste and recyclables, either for a municipality or other government entity.

Currently Waste Management is servicing 158 through out our local area.

Describe experience in hiring, training and managing the work force necessary to do the work.

Utilize staffing forecast tools, recruiting and Waste Management on boarding processes that include extensive training to ensure proper staffing. Furthermore, we monitor daily performance through multiple tools that are available to ensure ongoing coaching/training to ensure employees safety, customer service and productivity are at or above acceptable standards.

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Summary of Qualifications Form

Name: Richard Davies

Position: District Manager

Experience in planning and implementing automated residential trash, yard waste and recycling collection, processing, marketing programs.

1 years experience specifically overseeing large automated municipal contract consisting of residential trash, yard waste, and recycling. I was overseeing a state run Recycling program in Virginia Beach.

Industry training and/or certifications.

Waste Management offers many training programs specific to the industry to include Safety, Environmental, Customer Service and Maintenance, in which I have successfully completed.

Record of operational experience indicating at least five years' experience in the collection of trash, yard waste and recyclables, either for a municipality or other government entity.

I've been in the trash/ Recycling Industry for 26 year. Mostly for Municipality.

Describe experience in hiring, training and managing the work force necessary to do the work.

Utilize staffing forecast tools, recruiting and Waste Management on boarding processes that include extensive training to ensure proper staffing. Furthermore, we monitor daily performance through multiple tools that are available to ensure ongoing coaching/training to ensure employees safety; customer service and productivity are at or above acceptable standards.

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Name: Kerry Kemena

Position: Route Manager

Experience in planning and implementing residential refuse, yard waste and recycling collection, process, marketing programs.

Ross Township , Franklin Park, Bradford Woods, Moon Township, Hopewell Township, Center Township, Baden Borough, New Brighton Township, Aliquippa, Sewickley Borough, Westview Borough, Coraopolis Borough, Rochester, Monaca, Edgeworth

Industry training and or/certifications.

8 years of service at Waste Management

Record of operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.

Ross Township , Franklin Park, Bradford Woods, Moon Township, Hopewell Township, Center Township, Baden Borough, New Brighton Township, Aliquippa, Sewickley Borough, Westview Borough, Coraopolis Borough, Rochester, Monaca, Edgeworth

Describe experience in hiring, training and managing the work force necessary to do the work.

As described in the questionnaire-qualified candidates are hired at the districts and go through introductory training and on route training in accordance with the Waste Management training programs. I work directly with the employees to make sure they have the proper training to perform their jobs. Additionally I am directly responsible for managing the crew on a daily basis to ensure safe completion of the daily routes.

End of form.

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Name: Lisa Chobot – 23 Years with WM

Position: Customer Experience Manager

Experience in planning and implementing residential refuse, yard waste and recycling collection, process, and marketing programs.

- Participated in functional CRM design, business process and business requirement workshops for new residential sales & marketing program which was pivotal in handling Order to Cash process, dynamic route based pricing, real time routing and in standardizing business processes across market areas
- Successfully implementation of Call Center Revenue Growth and Resi-save programs achieving 210% of Temporary sales and 106% of residential sales budget.
- Implementation of Live Chat & wm.com mailboxes to improve customer satisfaction through multi-channelled approach.
- Implementation of all telephony systems and corporate tools such as Knowledgebase, Capacity Plan, Scorecards to properly track call flow & agent productivity.
- 2011 Implementation of Industrial Sales Coordinators for Marcellus Shale/RET. Responsible for sales, billing & customer satisfaction.
- 2010 Successful implementation of 3rd Party Outsourcer (West) to assist in residential call volumes while providing an estimated annualized cost savings of \$464,518.00.

Industry training and or/certifications.

Attached are the company trainings for the past year.

- CCT Genesys Email Solution Training
- Security Awareness Training 2013
- CCT Genesys Email Reporting Training
- KByte 02—Scheduling Roll-Off Empty and Return Services
- KByte 03— Extra Pick-Up and Customer Service Navigation
- KByte 04—Enrolling Customers
- 2012-2013 Code of Conduct Training
- Q2 Enhancements Impacting Billing - Assessment

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Name: Erika Deyarmin

Position: Public Affairs Coordinator

Experience in planning and implementing residential refuse, yard waste and recycling collection, process, marketing programs.

My primary responsibility in Western Pennsylvania involves community relations and outreach, media and public relations and a portion of government affairs.

I assist with conducting educational programs for various community organizations, schools and local residents. Programs are heavily focused on sustainability efforts and recycling awareness. In 2015, we educated over 1,000 youth and adults to be environmental stewards across the Western PA region.

I deliver, create and present information designed to keep the public informed of company programs and accomplishments. For example, I have created custom information to promote recycling programs throughout communities and businesses. When requested, I have worked with customers to develop fact sheets, newsletter material, photographs, scripts and talking points.

Part of my responsibility also includes managing and facilitating our corporate giving of monetary, in-kind, and EITC donations. Since 2013, I have worked with organizations across Western PA to obtain over \$23,000 in grant funding to facilitate projects focusing on beautification and sustainability education. Waste Management also contributes around \$1 million annually to deserving Scholarship and Education Improvement Organizations across the state through the Education Improvement Tax Credit Program.

Industry training and or/certifications.

N/A

Record of operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.

N/A

Describe experience in hiring, training and managing the work force necessary to do the work.

N/A

End of form.

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Summary of Qualifications Form

Name: Matt Lind

Position: Senior Ops. Mgr.

Experience in planning and implementing automated residential trash, yard waste and recycling collection, processing, marketing programs.

5 years of MANAGING the Ohio + McCandless Contract

Industry training and/or certifications.

5 years of Training, Managing, Implementing and executing Service in multiple contracts including Ohio Twp + McCandless.

Record of operational experience indicating at least five years of experience in the collection of trash, yard waste and recyclables, either for a municipality or other government entity.

The Team's Operational Experience extends beyond 5 years. This Team has been in the Garbage Industry for over a decade collecting Trash, yard waste and Recycling.

Describe experience in hiring, training and managing the work force necessary to do the work.

These drivers who will be executing this Service are Native to the Contract and have 5 years of experience.

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

Summary of Qualifications Form

Name: Matt Lind

Position: Senior Ops. Mgr.

Experience in planning and implementing automated residential trash, yard waste and recycling collection, processing, marketing programs.

5 years of MANAGING the Ohio + McCandless Contract

Industry training and/or certifications.

5 years of Training, managing, Implementing and executing Service in multiple contracts including Ohio Twp + McCandless.

Record of operational experience indicating at least five years of experience in the collection of trash, yard waste and recyclables, either for a municipality or other government entity.

The Team's Operational Experience extends beyond 5 years. This Team has been in the Garbage Industry for over a decade collecting Trash, yard waste and Recycling.

Describe experience in hiring, training and managing the work force necessary to do the work.

These drivers who will be executing this Service are Native to the Contract and have 5 years of experience.

Experience Listing

Solid Waste, Recycle and Leaf Collections

Municipality	Contact	Telephone	Units	Expires
Greentree Borough 10 West Manila Drive, Pittsburgh Pa 15220	Dave Montz	412 921 1110	1611	12 31 27 \$265,000.00
Center Township 224 Center Grange Road, Aliquippa PA 15001	Rachael DelTondo	724 774 0271	3925	12 31 22 \$666,500.00
Avalon Borough 640 California Ave. Pittsburgh PA 15202	Harry Dilmore	412 913 4522	1611	12 31 21 \$249,222.00
Upper Saint Clair 1820 McLaughlin Run Road, Pittsburgh PA 15241	Matt Serakowski	412 831 9000	9500	12 31 23 \$1,104,000.00
Peters Township 610 East McMurray Road, Pittsburgh PA 15317	Paul Lauer	724 941 4180	8100	12 31 23 \$1,245,000.00
McCandless Twp. 9955 Grubbs Road, Pittsburgh PA 15090	Bob Grimm	412-364-0616	8972	12 31 21 \$1,850,000.00
Ohio Township 1719 Roosevelt Road, Pittsburgh PA 15237	John Sullivan	412-364-6321	1342	12 31 21 \$1,850,000.00
North Strabane Township 1929 St Rt 519, Canonsburg PA 15317	Andy Walz	724 745 8880	4800	12 31 2021 \$1,100,000.00
Bethel Park Borough 5100 West Liberty Ave Pittsburgh PA 15102	Lawrence Christian	412-831-6800,	12,500	12 31 2023 \$1,750,000.00 Annual

Previous Listing

Hopewell Township	Norm Kraus	724 378 1460	4500	12 31 2019 1.1 M
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Section 130 Disposal / Processing Facilities

All Facilities owned by Waste Management

Solid Waste -	Arden Landfill , 300 Rangos Lane, Washington PA 15301	Permit Attached
Recycle-	Greenstar LLC, 4100 Grand Ave., Pittsburgh PA 15225	Permit Attached
Yard Waste-	Valley Landfill, Pleasant Valley Road, Irwin PA 15642	Permit Attached
HHW	Waste Management, 301 Stanhope Street, Pittsburgh PA 15204	Permit Attached

CREDIT APPLICATION INFORMATION

Waste Management, Inc.
1001 Fannin, Suite 4000
Houston, TX 77002

Dun & Bradstreet #: 19-467-2085
Federal Tax ID #: 73-1309529

REFERENCES:

BANK:

Bank of America
Acct #: 81887-10018
Contact: Vivian Tipping
Phone: 214-209-3515

TRADE:

Vanguard Truck Center dba Houston Mack Sales and Services
P.O. Box 24306
Houston, TX 77229
Contact: Lenora Palacios
Phone: 713-673-1444 ext. 1215
Fax: 713-673-7354

McNeilus Corporate Office
County Road 34 East
Dodge Center, MN 55927
Contact: Andy Cox
Phone: 507-374-6321
Fax: 507-374-6036

Houston Freightliner Inc.
9550 North Loop East
Houston, TX 77029
Contact: John Ellsworth
Phone: 713-672-4115

Staples, Inc.
1042 Hot Springs Drive
Allen, Texas 75013
Contact: Barry Stevens – Enterprise Accts
Phone: 972-390-2908
Fax: 972-390-9905

Workflow One
10735 W. Little York
Houston, TX 77041
Contact: Julie (Jewels) Moore
Phone: 713-394-7894
Fax: 713-394-7801



CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY)
12/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT

NAME:

PHONE

(A/C. No. Ext):

FAX

(A/C. No.):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B: Indemnity Insurance Co of North America

43575

INSURER C: ACE Fire Underwriters Insurance Company

20702

INSURER D: ACE Property & Casualty Insurance Co

20699

INSURER E:

INSURER F:

INSURED WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED,
1300299 RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT NATIONAL SERVICES, INC.
1001 FANNIN, SUITE 4000
HOUSTON TX 77002

COVERAGES

CERTIFICATE NUMBER: 16452247

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y N/A	WLR C6781180A (AOS) WLR C67811768 (AZ,CA & MA) SCF C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25308608	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

16452247

FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Waste Management of Pennsylvania, Inc.
Officer / Director List
(as of May 25, 2020)

Name	Title
Balbierz, David R.	Vice President
Bauman, Brian J.	Vice President
Bennett, Jeff R.	Assistant Treasurer
Carrasco, Rafael E.	President and Director
Lockett, Mark A.	Vice President and Assistant Treasurer
Magee, Michael J.	Vice President and Assistant Secretary
Nagy, Leslie K.	Vice President, Chief Financial Officer, and Controller
Perez, Carmen A.	Vice President and Assistant Secretary
Reed, David L.	Vice President and Treasurer
Seng, Diana	Assistant Treasurer
Skoutelas, John S.	Assistant Secretary
Tippy, Courtney A.	Vice President, Secretary, and Director
Viola, Jeffery M.	Assistant Secretary
Wilson, James A.	Vice President

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

AUGUST 26, 2013

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

WASTE MANAGEMENT OF PENNSYLVANIA, INC.

is duly incorporated as a Pennsylvania Corporation under the laws of the Commonwealth of Pennsylvania and remains a subsisting corporation so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, appearing to read "C. A. A. A.", written in dark ink.

Secretary of the Commonwealth

Certification Number: 11293531-1

Verify this certificate online at <http://www.corporations.state.pa.us/corp/soskb/verify.asp>