

**2026-2030  
CONTRACT DOCUMENTS  
for  
COLLECTION, REMOVAL AND DISPOSAL  
of  
GARBAGE, RUBBISH, BULKY WASTE AND DESIGNATED  
RECYCLABLE MATERIALS**

**Borough of Ambridge  
600 Eleventh Street  
Ambridge, PA 15003**

**Mario N. Leone, Jr.  
Borough Manager  
724-266-4070**

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**BIDS DUE: 2:00 P.M., Wednesday, October 1st, 2025**

# **PUBLIC NOTICE**

## **REQUEST FOR BIDS COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE, RUBBISH, BULKY WASTE AND DESIGNATED RECYCLABLE MATERIALS**

The Borough of Ambridge, Beaver County, Pennsylvania, will accept sealed bids for the collection, removal and disposal of garbage, rubbish, bulky waste and designated recyclable materials at the Office of the Borough Manager, Ambridge Borough Municipal Building, 600 Eleventh Street, Ambridge, PA 15003, until 2:00 P.M., Wednesday, October 1, 2025.

Copies of the contract documents and specifications may be obtained at the office of the Borough Manager or on the Borough's website: [www.ambridgeboro.org](http://www.ambridgeboro.org) on or about August 29<sup>th</sup>, 2025.

Each proposal shall be accompanied by a certified check or bid bond in favor of the Borough of Ambridge in the amount specified in the Contract Documents.

No proposal may be withdrawn for forty-five (45) days after the same has been filed with the Borough.

Bids will be opened publicly by the Borough at 2:15 P.M. on Wednesday, October 1, 2025 at the Ambridge Borough Municipal Building, 600 Eleventh Street, Ambridge, Pennsylvania, 15003.

The Borough of Ambridge reserves the right to accept or reject any and all proposals, to waive any technical defects, and to accept or reject any proposal or combination of proposals that it may deem to be best for the interest of the Borough and its residents.

Mario N. Leone, Jr.  
Borough Manager

(September 4nd & September 9th)

## INSTRUCTIONS TO BIDDERS

### BOROUGH OF AMBRIDGE CONTRACT FOR COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE, RUBBISH, BULKY WASTE AND RECYCLABLE MATERIALS

1. The Borough of Ambridge invites all garbage and rubbish contractors who are capable of providing the necessary equipment, personnel and service as described in the following specifications to bid on this Contract.
2. All bids must be submitted on proposal forms furnished by the Borough of Ambridge and all spaces pertaining to each bid must be completed by the bidder using indelible ink or typewriter. Proposals must be placed in a sealed envelope addressed to the Borough of Ambridge, 600 Eleventh Street, Ambridge, Pennsylvania 15003, and identified with the bidder's business name and address. The lower left-hand portion of the front of the bidder's envelope must be clearly marked "Proposal for Borough of Ambridge collection and disposal of garbage, rubbish, bulky waste and recyclable materials."
3. All bids submitted must comply with the Borough Code and applicable State, County and Local laws, regulations and ordinances.
4. Bid Security. All Proposals must be accompanied by bid security in the form of a bid bond or **certified** check, in favor of the Borough of Ambridge in the amount of Seventy Five Thousand (\$75,000.00) Dollars, to indemnify the Borough against all loss, damage, cost and expense if the Bidder shall not effectively execute the Contract with surety as required under the Contract Documents within ten (10) days after deposit in the mail, postage prepaid and properly addressed, of a Notice by the Borough to the Bidder stating that the Contract has been awarded to the Bidder and that the Contract Documents are prepared for signature. Any bid bond shall be with a surety (licensed to do business in Pennsylvania) and in a form acceptable to the Borough's Solicitor. The Bidder's liability to the Borough shall not be limited by the amount specified in the **certified** check or surety company's bidder's bond which accompanies the Proposal. The date of the bond must be the same as the date of the Proposal.
5. Proposals will be publicly opened and read at the Ambridge Borough Municipal Building on Wednesday, October, 1, 2025 at 2:15 P.M. Pending review, evaluation and investigation of the proposals, the Borough Council of the Borough of Ambridge expects to award the Contract to the lowest and most responsible bidder providing the best value for the services and frequency of services rendered to the Borough residents at a subsequent public meeting within the aforementioned forty-five (45) day period.
6. No proposal received after 2:00 p.m. on Wednesday, October 1, 2025 shall be accepted by the Borough.
7. Questions regarding the Invitation to Bid, Instructions to Bidders, Specifications, the Agreement and other Contract Documents shall be directed in writing to Mario N. Leone, Jr., Borough Manager, 600 Eleventh Street, Ambridge, Pennsylvania 15003, or email to: [manager@ambridgeboro.org](mailto:manager@ambridgeboro.org) Addenda to the Contract Documents shall be sent to all bidders who are mailed or who pick up a Contract Documents package from the Borough and register their correct name and address with the Borough.



9. Bidders are directed to acquaint themselves with the Borough of Ambridge, its roads, avenues, streets and alleys, its topography, its municipal boundaries and the number and location of its residences so that no misunderstanding may exist in respect to the nature of the work to be done, or of the character and conditions surrounding the same. A copy of the Borough of Ambridge Road Map is attached (Exhibit 2). Bidders shall make their own investigation as to the accuracy of said map.
10. Bidders must complete and submit the Contractor Questionnaire with their Proposal and be prepared, upon request, to present more detailed evidence of sufficient equipment, manpower, facilities, financial capability and experience to successfully accomplish the requirements of the Contract Documents. Failure to submit and sign the Contractor Questionnaire, or to submit the documents requested in the Contractor Questionnaire may result in invalidation of the Proposal.
11. Any Proposal or Contractor Questionnaire which is unintelligible, or which exhibits any erasure or any other mutilation, or written memorandum qualifying the same, or is not properly signed or otherwise properly made up, will be considered as informal and a Proposal may be rejected for that reason alone.
12. The Borough estimates there are currently about 2,600 owner-occupied residential and business accounts consisting of 2,853 units to be served in the Borough of Ambridge.
13. The Contractor shall collect, haul and dispose of all garbage, rubbish and bulky waste as defined in these specifications from all residential units throughout the Borough, except commercial and industrial and multi-family complexes, apartment complexes and condominium complexes as defined in the specifications. The Contractor shall also collect, haul and market for reuse, recyclable materials except commercial and industrial as defined in these specifications. Collection and disposal of refuse and recyclables shall be on the same day. **Collection of the entire Borough MUST be completed in two (2) days with a preference for a Monday/Tuesday, a second option of Tuesday/Wednesday, and our third option would be Wednesday/Thursday - a one day collection will be accepted if the contractor can provide this service.** The Contractor shall also provide and service trash dumpsters at all Borough properties at no expense to the Borough, in addition all garbage cans located along Downtown main street (Merchant Street) picked up once a week. A copy of all these locations are listed in Exhibit 1.
15. The Borough reserves the right to inspect the bidder's business location and operations to determine the accuracy of any information provided or required for performance of the duties outlined in the Contract Documents.
16. The Borough reserves the right to reject any and all Proposals and to waive any and all technicalities, informalities, and/or minor deviations from the Contract Documents. The Borough reserves the right to reject any Proposal if the evidence submitted by such bidder fails to satisfy the Borough that such bidder is properly qualified and has the capacity and capability to carry out the obligations of the Contract and to complete the work as specified therein.



17. The Borough shall consider the following in the determination as to the feasibility of the Contract and its award: levels of past performance; levels of projected performance; total cost for the entire length of the Contract; considerations of labor and equipment allocations to the Borough to meet its needs; age of equipment; experience and financial ability of the Contractor to perform under the Contract provisions; information in the Contractor Questionnaire and in response to the Contract Documents; as well as the evaluation of other criteria pertaining to the Contract on attached documents. This list of criteria is not meant to be all inclusive of all pertinent items the Borough may consider prior to award of the Contract.
18. The Contractor may dispose of recyclables collected under the terms of this Contract at any recycling center per Act 101.
19. The Contractor shall use only the solid waste landfills which have been approved by the Beaver County Municipal Solid Waste Management Plan, as amended, to dispose of all garbage, rubbish and bulky waste generated under the terms of this Contract. These landfills are listed in the General Specifications, 3. Disposal Site(s).
20. The Contractor shall provide unless otherwise noted, unlimited collection of Garbage, Rubbish, Bulky Waste and Recyclable Materials. Once a week on the same days each week the Contractor shall collect, remove and dispose of all Garbage, Rubbish and Bulky Waste from all residential units. All Garbage and Rubbish shall be in containers not more than ninety-six (96) gallons each. There is no limit to the number of containers or items permitted to be placed for collection by residents of single-family residential units. There is no weight limit except that, where practical, items shall be cut and bundled into lengths not to exceed four (4) feet. Also, every week/every other week (Depending on which Bid Option is being selected) on the same days as the garbage is being collected, the Contractor shall collect, remove and dispose of designated Recyclable Materials from all single-family residential units. There is no limit to the amount of Recyclable Materials permitted to be placed for collection by residents of single family residential units, but all Recyclable Materials must be in blue or green containers, or containers that have the recycle logo or the word "recyclables" or "recycle" on the container, and are otherwise properly prepared for collection in containers not in excess of sixty-four (64) gallons. Collection of both the Garbage, Rubbish, Bulky Waste and Recyclable Materials shall take place on the same day each week throughout the Borough, subject to a change in day due to a holiday. *Small Container size option will be made available to senior citizens to help accommodate the ease of transporting garbage and recycling to the curb.*
21. The successful bidder shall be required to furnish a satisfactory performance bond in the form attached hereto to the Borough, guaranteeing performance of the contract with sufficient surety in the amount indicated in the General Specifications, 10. Performance Bond. The executed Bond and Contract shall be delivered to the Borough within fifteen (15) days of notification to the successful bidder.
22. The Bidder must bid for one (1) five (5) year period in yearly increments. Bid evaluation will be based on the total period covered by the bid proposal. The bid will be awarded on the basis of which bid provides the best value to the residents of Ambridge Borough in considering the frequency of service and the cost of service over the entire contract period in view of existing economic circumstances, as well as the factors stated in paragraph 17 above.

**PROPOSAL**

THE BOROUGH AMBRIDGE CONTRACT  
for  
COLLECTION, REMOVAL AND DISPOSAL OF  
GARBAGE, RUBBISH, BULKY WASTE AND DESIGNATED  
RECYCLABLE MATERIALS

Proposal of:

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Telephone Number of Contractor)

**BID**

CONTRACTOR BILLING/INVOICING AND COLLECTION OF FEES  
FOR PERIOD 1/1/2026 to 12/31/2030

The undersigned hereby proposes to furnish collection, processing and disposal services to the Borough of Ambridge for collection, removal and disposal of garbage, rubbish, bulky waste and designated recyclable materials in accordance with the Borough of Ambridge Contract Documents as follows:



# GARBAGE, RUBBISH, REFUSE

## OPTION 1A

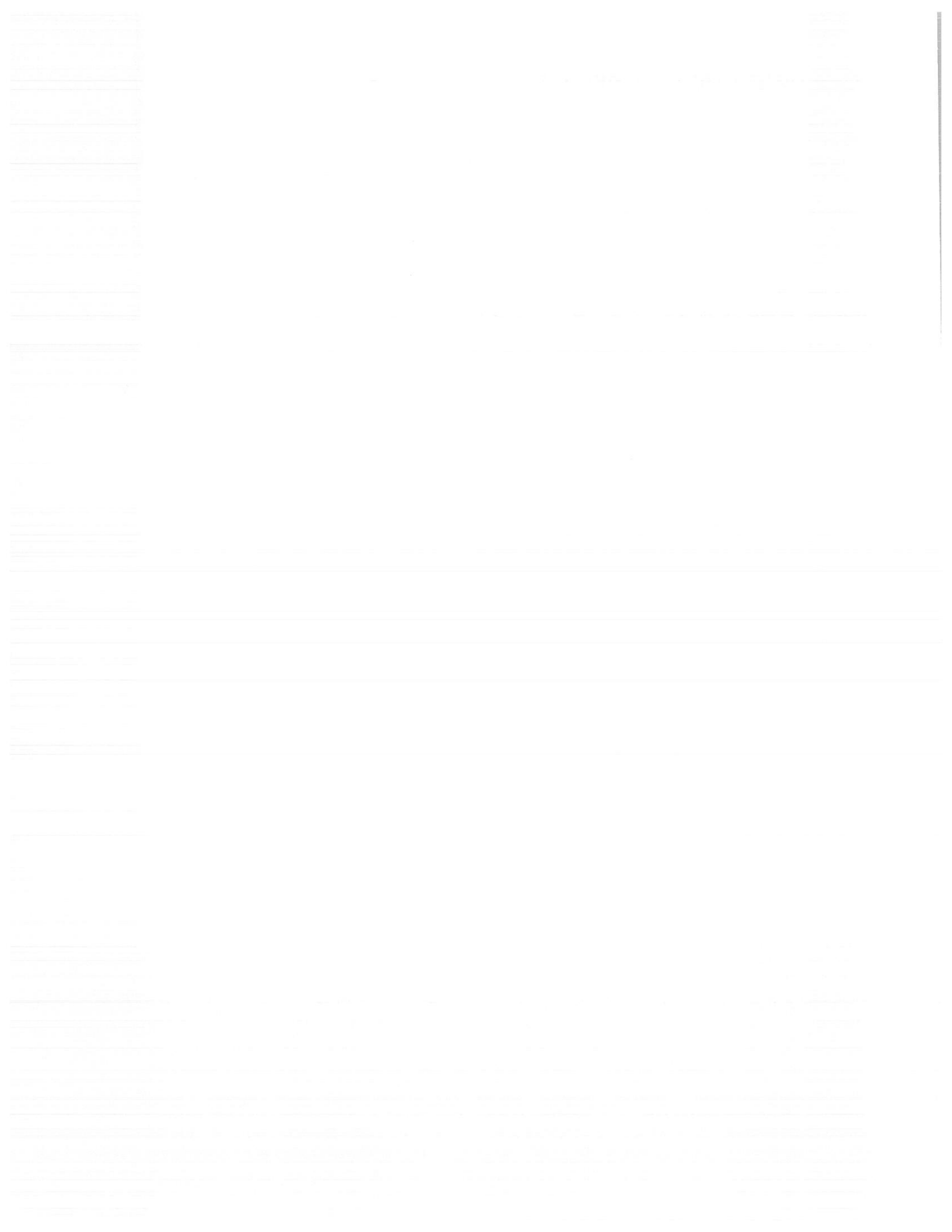
(Borough will use Traditional Manual Collection for all Elements of Solid Waste for the Entire Contract Term)

TRADITIONAL MANUAL COLLECTION, REMOVAL AND DISPOSAL FROM JANUARY 1 2026 THROUGH DECEMBER 31 2030

OPTION 1A: GARBAGE, RUBBISH AND RESIDENTIAL REFUSE COLLECTION, REMOVAL, AND DISPOSAL				
ONE DAY COLLECTION - SELECT DAY				
MON TUES WED				
PRICE PER MONTH PER RESIDENTIAL UNIT				
YEAR				
	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST
2026				
2027				
2028				
2029				
2030				

FIVE YEAR TOTAL

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GARBAGE, RUBBISH, REFUSE

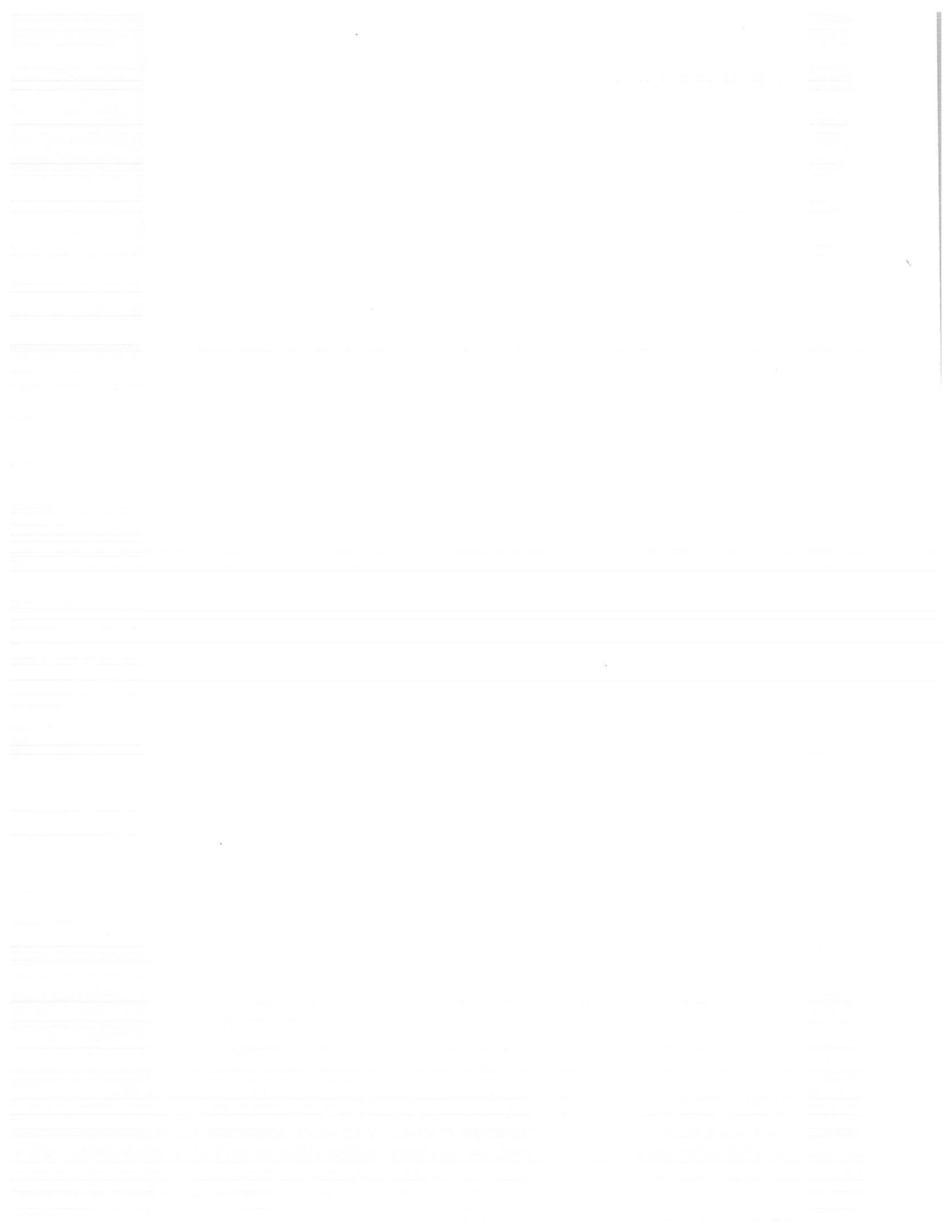
OPTION 1B:

(Borough will use Traditional Manual Collection for all Elements of Solid Waste for the Entire Contract Term)

TRADITIONAL MANUAL COLLECTION, REMOVAL AND DISPOSAL FROM JANUARY 1 2026 THROUGH DECEMBER 31 2030  
SERVICE TO BE COMPLETED OVER TWO DAY PERIOD PER WEEK

OPTION 1B      GARBAGE, RUBBISH AND RESIDENTIAL REFUSE COLLECTION, REMOVAL, AND DISPOSAL				
TWO DAY COLLECTION - SELECT DAYS		MON/TUES	TUES/WED	WED/THURS
PRICE PER MONTH PER RESIDENTIAL UNIT				
YEAR				
	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST
2026				
2027				
2028				
2029				
2030				

FIVE YEAR TOTAL





RECYCLING

OPTION 1 (If the Borough would use Traditional Manual Collection for all Elements of Recycling)

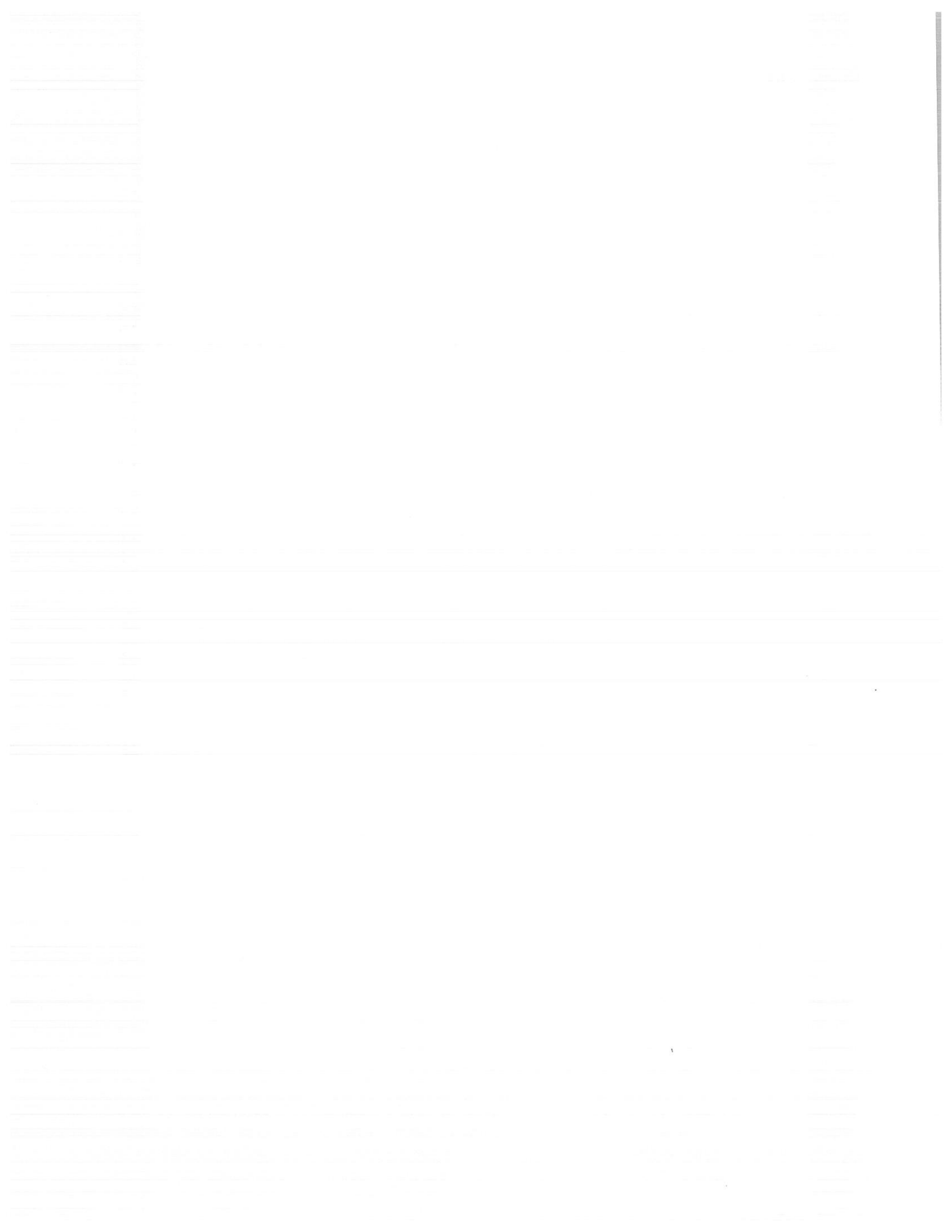
TRADITIONAL COLLECTION, REMOVAL, AND DISPOSAL FROM JANUARY 1 2026 THROUGH DECEMBER 31, 2030

OPTION 1A:		RECYCLING COLLECTIONS PER RESIDENTIAL UNIT								
		ONE DAY COLLECTION - SELECT DAY			MON		TUES		WED	
		WEEKLY				BI-WEEKLY				
YEAR										
		PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	
2026										
2027										
2028										
2029										
2030										

FIVE YEAR TOTAL

OPTION 1B		RECYCLING COLLECTIONS PER RESIDENTIAL UNIT				MON/TUES		TUES/WED		WED/THURS	
		TWO DAY COLLECTION - SELECT DAYS									
YEAR		WEEKLY				BI-WEEKLY					
	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST			
2026											
2027											
2028											
2029											
2030											

FIVE YEAR TOTAL





# GARBAGE, RUBBISH, REFUSE

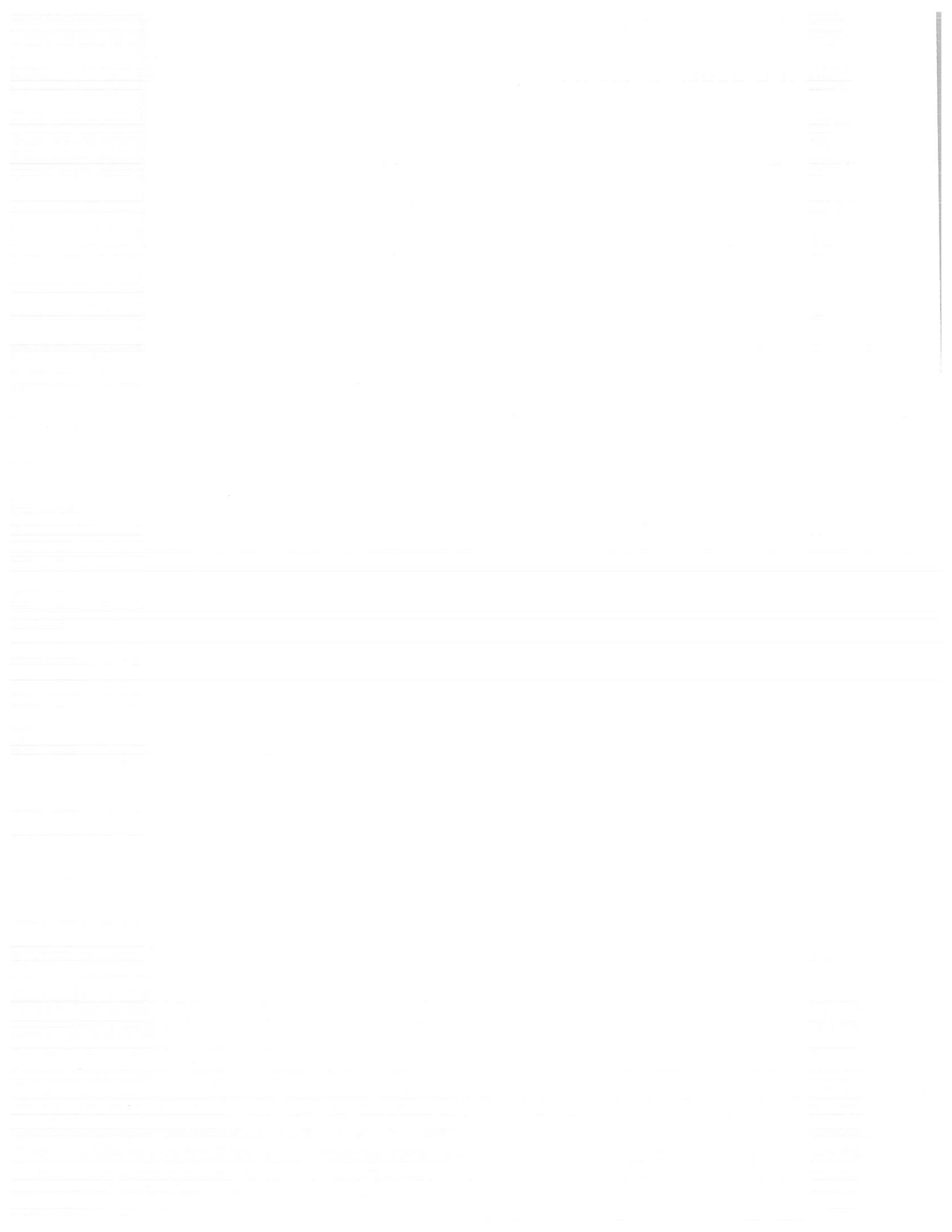
## OPTION 2A

Traditional Collection in 2026, 2027 through 2030 Cart Service for all Elements of Solid Waste with 96 Gallon Cart

CART SERVICE COLLECTION, REMOVAL, AND DISPOSAL FROM JANUARY 1 2026 THROUGH DECEMBER 31, 2030

OPTION 2A: GARBAGE, RUBBISH AND RESIDENTIAL REFUSE COLLECTION, REMOVAL, AND DISPOSAL						
ONE DAY COLLECTION - SELECT DAY MON TUES WED						
PRICE PER MONTH PER RESIDENTIAL UNIT					MISCELLANEOUS COST	
YEAR						
	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	PER BAG COST FOR EXTRA BAGS	COST FOR ADDITIONAL CART
2026						
2027						
2028						
2029						
2030						

FIVE YEAR TOTAL



GARBAGE, RUBBISH, REFUSE

OPTION 2B

Traditional Collection in 2026, 2027 through 2030 Cart Service for all Elements of Solid Waste with 96 Gallon Cart

CART SERVICE COLLECTION, REMOVAL, AND DISPOSAL FROM JANUARY 1 2026 THROUGH DECEMBER 31, 2030

OPTION 2B: GARBAGE, RUBBISH AND RESIDENTIAL REFUSE COLLECTION, REMOVAL, AND DISPOSAL						
SERVICE TO BE COMPLETED OVER TWO DAYS PERIOD PER WEEK						
TWO DAY COLLECTION - SELECT DAYS		MON/TUES	TUES/WED	WED/THURS		
PRICE PER MONTH PER RESIDENTIAL UNIT					MISCELLANEOUS COST	
YEAR						
	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	PER BAG COST FOR EXTRA BAGS	COST FOR ADDITIONAL CART
2026						
2027						
2028						
2029						
2030						

FIVE YEAR TOTAL





RECYCLING

OPTION 2 (If the Borough would use Cart Service for all Elements of Recycling with a 64 gallon cart)  
BOROUGH WILL PROVIDE CART TO RESIDENTS

Traditional Collection in 2026, 2027 through 2030 Cart Service for Recycling with 64 Gallon Cart

OPTION 2A:		RECYCLING COLLECTIONS PER RESIDENTIAL UNIT							
		ONE DAY COLLECTION - SELECT DAY				MON	TUES	WED	
WEEKLY					BI-WEEKLY				
YEAR									
	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	
2026									
2027									
2028									
2029									
2030									

FIVE YEAR TOTAL

OPTION 2B:		RECYCLING COLLECTIONS PER RESIDENTIAL UNIT							
		TWO DAY COLLECTION - SELECT DAYS				MON/TUES	TUES/WED	WED/THURS	
WEEKLY					BI-WEEKLY				
YEAR									
	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	
2026									
2027									
2028									
2029									
2030									

FIVE YEAR TOTAL



# RECYCLING

OPTION 3 (If the Borough would use Cart Service for all Elements of Recycling with a 64 gallon cart)

CONTRACTOR WILL PROVIDE CARTS TO RESIDENTS

Traditional Collection in 2026, 2027 through 2030 Cart Service for Recycling with 64 Gallon Cart

OPTION 3A: RECYCLING COLLECTIONS PER RESIDENTIAL UNIT								
ONE DAY COLLECTION - SELECT DAY					MON	TUES	WED	
WEEKLY					BI-WEEKLY			
YEAR								
	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST
2026								
2027								
2028								
2029								
2030								

FIVE YEAR TOTAL



OPTION 3B: RECYCLING COLLECTIONS PER RESIDENTIAL UNIT								
TWO DAY COLLECTION - SELECT DAYS				MON/TUES	TUES/WED	WED/THURS		
WEEKLY					BI-WEEKLY			
YEAR	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST	PRICE PER UNIT PER MONTH	UNITS	TOTAL COST PER MONTH	TOTAL ANNUAL COST
2026								
2027								
2028								
2029								
2030								

FIVE YEAR TOTAL



Accompanying this Proposal is a certified check or bid bond in the amount Seventy Five Thousand (\$75,000.00) Dollars in favor of the Borough of Ambridge. Failure to submit Bid Security in conformance with Section of the Instructions to Bidders shall result in invalidation of this Proposal. This Proposal is valid and will remain in force and may be held by the Borough for a period of forty-five (45) days after the date set for opening thereof.

**NO PROPOSAL WILL BE CONSIDERED UNLESS THE PROPOSAL IS FIRM WITHOUT EXCEPTION OR QUALIFICATION.**

IN WITNESS WHEREOF the undersigned Bidder has submitted this Proposal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**(When the Bidder is an individual doing business in his individual name.)**

WITNESS:

_____	_____ (SEAL)
	(Individual)
	_____
	(Address)
	_____
	_____
	(Telephone Number)



**(When the Bidder is a Partnership or an Individual doing business under a firm name.)**

\_\_\_\_\_ is a Partnership/is an Individual trading under a fictitious or assumed name and has (has not) registered under the Fictitious Names Act of Pennsylvania, namely, the Act of May 23, 1945, L.L. 967, as amended, 54 P.S. 28.1 et seq., or the preceding Act of June 28, 1915, P.L. 645, as amended.

WITNESS:

_____	_____
	(Fictitious or Assumed Name)
	_____ (SEAL)
	(Individual doing business as above)
	_____ (SEAL)
	_____
	(Address)
	_____
	_____
	(Telephone Number)
	_____ (SEAL)
	(Partner trading as above)
	_____ (SEAL)
	_____
	(Address)
	_____
	_____
	(Telephone Number)

**(When the Bidder is a Corporation.)**

\_\_\_\_\_ is a Corporation organized  
and existing under the laws of \_\_\_\_\_  
with its principal place of business at \_\_\_\_\_  
\_\_\_\_\_  
(Street Address) (City) (State and Zip Code)  
and, if a non-Pennsylvania Corporation, has (has not) been granted a certificate of authority to do  
business in Pennsylvania, as required by the Pennsylvania Business Corporation Law. 15  
Pa.C.S. 1001 et seq.

\_\_\_\_\_  
(name of corporation)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Secretary) (President)

(Affix Corporate Seal)

## CONTRACT QUESTIONNAIRE

To Be Submitted with Bid Proposal

List below the information requested.

1. How many collection vehicles will be regularly used for this service in the Borough of Ambridge? Solid Waste \_\_\_\_\_ Recycling \_\_\_\_\_

2. How many (if any) back-up vehicles are available for service in case of breakdown? Solid Waste \_\_\_\_\_ Recycling \_\_\_\_\_

3. Please list the make, model, year, capacity (in cubic yards), general condition and number of men assigned to each (use additional sheets if necessary):

	Make	Model	Solid Waste or Recycling Collection	Year	Capacity	Date of Last Inspection General Condition	Engine, Diesel or Gasoline
a.	_____						
b.	_____						
c.	_____						
d.	_____						
e.	_____						
f.	_____						
g.	_____						
h.	_____						

4. Will a permanent crew be assigned to the Borough of Ambridge, or will a randomly selected labor pool be utilized? \_\_\_\_\_

5. How long has your business operated in the business of collecting, hauling, disposing of waste for municipalities? \_\_\_\_\_

6. The Borough of Ambridge is a Sustainable PA Gold Certified Municipality.  
Do you have any CNG operated vehicles in your fleet? \_\_\_\_\_ If so, How Many \_\_\_\_\_  
Will the Borough to be designated as a fleet of CNG operated Vehicles?  
\_\_\_\_\_

7. Do you currently contract with any other neighboring municipality to collect, haul and dispose of various residential produced waste? \_\_\_\_\_ If so, please list their name, address, with the name, title and telephone number of contact person at the municipality in charge of your contract(s). \_\_\_\_\_  
\_\_\_\_\_
8. Have you ever lost a contract with a municipality due to breach of contract or any failure on your part as a contractor to fulfill its contractual obligations? \_\_\_\_\_ If so, please explain in detail the circumstances surrounding the situation including name of municipality, contact person's name and title and phone number. \_\_\_\_\_  
\_\_\_\_\_
9. What landfill(s) do you presently use to dispose of municipal waste? \_\_\_\_\_  
\_\_\_\_\_  
(landfill) (current tipping fee)  
\_\_\_\_\_  
(landfill) (current tipping fee)
10. Do the specification documents present any problem or difficulty that eliminates or restricts your ability to competitively bid on this contract? \_\_\_\_\_ If so, please explain and offer alternatives. \_\_\_\_\_  
\_\_\_\_\_
11. Are there requirements in the specifications that increase your bid costs, but you believe are unnecessary or could be accomplished just as effectively with a lower cost? \_\_\_\_\_ If so, please explain \_\_\_\_\_  
\_\_\_\_\_
12. What are your normal office hours for answering service-related questions, or taking complaints? \_\_\_\_\_  
What telephone numbers would residents call to ask questions or register complaints? \_\_\_\_\_  
\_\_\_\_\_ Is the office open Monday through Friday, holidays excluded? \_\_\_\_\_ Do you normally use a telephone answering service or machine? \_\_\_\_\_
13. How will you handle missed garbage, rubbish and/or recyclable material collection? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. Any additional information you feel might be helpful to the Borough. \_\_\_\_\_  
\_\_\_\_\_
15. What is your typical Special Service Back Yard pick-up fee for Handicap or special needs customers? \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature and title)

\_\_\_\_\_  
(Date)

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

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

**NON-COLLUSION AFFIDAVIT**

COMMONWEALTH OF PENNSYLVANIA :  
 : ss:  
COUNTY OF BEAVER :

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

and that I am authorized to make this Affidavit on behalf of my firm or corporation and its Owners, Directors and Officers. I am the person responsible in my firm or corporation 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, corporation 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, corporation, or person to refrain from bidding on this Contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or Noncompetitive Bid or other form of Complementary Bid.
4. The Bid of my firm or corporation is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a Complementary or other Noncompetitive Bid.

5. \_\_\_\_\_, its affiliates, subsidiaries,  
(Name of firm or corporation)  
officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) 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:

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



6. I state that \_\_\_\_\_ understands and  
(Name of firm or corporation)  
acknowledges that the above representations are material and important and will be relied  
on by the Borough of Ambridge in awarding the Contract(s) for which this Bid is  
submitted. I understand and my firm or corporation understands that any misstatement in  
this Affidavit is and shall be treated as fraudulent concealment from the Borough of  
Ambridge of the true facts relating to the submission of Bids for this Contract.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

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

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

My Commission Expires:

## CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the BOROUGH OF AMBRIDGE, a Municipal Corporation of Beaver County, Commonwealth of Pennsylvania, (hereinafter called the "Borough"),

AND

(hereinafter called the "Contractor").

### WITNESSETH:

WHEREAS, the Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, submit a Proposal to provide Residential Solid Waste and Recyclable Materials Collection and Disposal within the Borough of Ambridge and to perform such work as may be incidental there.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties thereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Borough of Ambridge, and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Solid Waste and Recycling Collection and Disposal Services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:
  - (a) Public Notice
  - (b) The Instructions to Bidders
  - (c) The Contractor's Proposal and Questionnaire Response
  - (d) The General and Optional Specifications and Definitions
  - (e) The Resolution of the Borough accepting or authorizing the work and services contemplated herein.
  - (f) Insurance Certificate and Non-Collusion Affidavit
  - (g) This Instrument
  - (h) Performance Bond
  - (i) Any addendum or changes to the foregoing documents agreed to by the parties hereto

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract shall be for a term of Five (5) years commencing on the 1<sup>st</sup> day of January, 2026 and ending on the 31<sup>th</sup> day of December, 2030, and is for weekly collection of garbage, rubbish, refuse and weekly/bi-weekly recyclable materials as set forth herein. The optional years of the Contract may be exercised by the Borough in accordance with paragraph 3 of the General Specifications.
  - (a) The Contractor shall procure and keep in full force and effect throughout the term of this Contract, all the insurance policies specified in and required by the Contract Documents.
  - (b) Neither the Contractor nor the Borough shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
  - (c) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents. In the event the entire Contract is determined to be invalid or unenforceable for any reason whatsoever, then the Contract as of the date determined to be invalid, shall be terminated with no further responsibility of either party, or the residents of the Borough, to perform the covenants set forth herein.
5. In the event the Borough of Ambridge concludes at any time during the contract period that the Contractor is in breach of the Contract or is not providing the level of service required of it by the Contract, then the Borough shall have the right to terminate the contract upon giving the Contractor sixty (60) days written notice of termination. Termination of the Contract shall preclude the Contractor from bidding upon or being considered for any further contract for similar services with the Borough. The Contractor shall be liable to the Borough for the benefit of the customers for the difference between the remaining period of this contract price and the price in the new contract the Borough had to obtain for municipal waste service due to the Contractor's breach of this Contract.

6. The Borough has selected **OPTION “\_”** and “\_” for both Garbage and Recycling Collection. Collection will begin on January 1<sup>st</sup> 2026. If Cart service is selected to begin in 2027 the follow 3 items need to be implemented:

- (a) Bulk Items; (ex: furniture & mattresses) Beginning January 1<sup>st</sup>, 2026, bulk items will be collected one time per month in coordination with regular collection service.
- (b) White Goods: (ex: Appliances) Beginning January 1<sup>st</sup>, 2026, white goods will be collected at a cost of \$xx.xx per item. These items must be scheduled for pick-up by the resident and pre-paid via credit card. Refrigerators must have freon removed and properly tagged to be collected.
- (c) Extra Bags: for bags that do fit into the 96 Gallon Tote will be charged \$x.xx per bag.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Ambridge, Pennsylvania, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 A.D.

ATTEST:

BOROUGH OF AMBRIDGE,  
a Municipal Corporation of Beaver County,  
Commonwealth of Pennsylvania

BOROUGH COUNCIL

By: \_\_\_\_\_  
Mario N. Leone, Jr.  
Borough Manager/Secretary

By: \_\_\_\_\_  
Tony Cafarelli,- President

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

## **DEFINITIONS**

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Traditional Manual Collection

## **DEFINITIONS**

**Aluminum Cans** shall mean empty all aluminum beverage and food containers.

**Automated Collection** the collection of Solid Waste utilizing either "Fully Automated Collection" or "Semi-Automated Collection" methods.

**Bags** shall mean plastic or paper sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag and its contents shall not exceed fifty (50) gallons.

**Beaver County Municipal Solid Waste Management Plan** shall mean the official final plan adopted by the Board of Beaver County Commissioners in 2004, as amended.

**Bi-metallic Cans** shall mean food and beverage containers consisting of ferrous sides and bottom and an aluminum top.

**Bi-Monthly** Once every two (2) weeks, but not more than twenty-six (26) collection periods per year.

**Borough** shall mean the Borough of Ambridge, a Municipal Corporation and a Borough in the County of Beaver and Commonwealth of Pennsylvania.

**Breach of Contract** Failure, without legal excuse, to perform any of the promises or comply with any of the conditions, duties or obligations, which form the whole or part of the contract

**Bulky Waste** shall mean large household appliances and items such as stoves, washing machines, furniture, tools, cabinets, furnishings, mattresses, construction waste and plumbing fixtures. It shall not mean construction debris, dead animals, hazardous waste or unstable matter with weights and volumes greater than those allowed for containers. The term, however, shall not include refrigerators, air conditioners or any other item containing freon gas or other cooling material unless the gas has been properly removed therefrom in accordance with applicable federal law. Borough and Contractor may agree to exclude other items as Bulky Waste during the contract term if material savings can be realized to the residents.

**Cart** A plastic container, approximately 38, 64 or 96 gallons in capacity, equipped with wheels. Handles and a tight-fitting cover, used to temporarily store Garbage, Rubbish, Residential Refuse. Yard Waste or Recyclables. A cart is capable of being mechanically unloaded into the Contractor's collection vehicles by a cart tipping mechanism.

**Co-mingled Collection** shall mean a method of recycling in which designated recyclable materials are placed together at the curbside in one (1) container/cart. The recyclable materials are mixed together in random fashion.



**Commercial Establishments** shall mean those properties used primarily for commercial or industrial purposes.

**Condominium** shall mean an apartment building or housing area in which the living units are owned individually. For purposes of this Contract, it shall be treated as a multi-family unit.

**Construction Waste** shall mean roofing material, sheathing, rubble, broken concrete, brick, insulation, wood, drywall and similar material, which results from an owner construction, demolition or remodeling process. It does not include construction debris and waste from construction done via a hired contractor. The removal of construction debris and waste from a hired contractor shall be the responsibility of the hired contractor. Construction Waste as defined herein, however, shall be removed by the Contractor under this Contract.

**Contract Award** Acceptance of a Bid that results in the creation of a Contract for execution by the Borough and the Successful Bidder.

**Contract Documents** shall mean the request for proposals, instructions to bidders, contractor's proposal, performance bond, general specifications and any addenda or changes to the foregoing documents agreed to by the Borough and the Contractor.

**Contractor (Bidder)** shall mean the person, persons, firm or corporation determined to be the low responsible bidder to whom a contract to collect, haul and dispose of garbage, rubbish, bulky waste and recyclable materials for residential units in the Borough of Ambridge has been awarded by the Ambridge Borough Council.

**Corrugated Paper** shall mean that material consisting of two or more pieces of kraft liner separated by corrugated (fluted) linerboard. Excluded are materials without a corrugated interlinear and those materials with a corrugated liner made from rice or other nonwood based materials.

**County** shall mean the County of Beaver and its regulatory agencies.

**Curbside Collection** collections by Contractor a) where curbs are present, no further than five (5) feet from the back of the curb; b) where curb and sidewalks are present, at a point no further than the edge of the sidewalk closest to the building, or c) where there are no curbs or sidewalks, no further than five (5) from the edge of the traveling roadway. Curbside collection for corner lots shall be on the street bearing the address of the residential unit being serviced unless the street without the address of the residential unit being serviced is selected by the resident and notice of that selection is given to the Borough and/or the Contractor. When specified by the Borough where there are alleys, curbside collection shall mean collection by the Contractor from the alley of item placed no more than five (5) feet from the edge of the traveling alley roadway.

**Dead Animals** shall mean animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use or consumption.

**Disposal Site** shall mean the landfill or landfills which the Contractor uses to dispose of municipal waste under the terms of this Contract.

**Dumpster** A large metal bin, typically two (2), Four (4), six (6), eight (8) or ten (10) cubic yards in volume, usually with an attached lid or lids, designed to be brought and taken away by a special truck and to be serviced by a special truck designed to lift and empty the bin into a hopper and immediately lower and position the empty bin.

**e-Waste** any discarded Electronic Equipment or electrical devices or their parts. Often called electronic waste, examples are discarded computers, office electronic equipment, entertainment device electronics, mobile phone and television.

**Ferrous Cans** shall mean empty steel or tin food or beverage containers.

**Fully Automated Collection** collection of Solid Waste using a vehicle equipped with a Cart tipping mechanism operated from inside the vehicle cab by the driver or operator of the Contractor wherein the Cart is mechanically captured, elevated and tipping (emptied) directly into the vehicle hopper, packer or compacter. The Cart tipping mechanism is capable of servicing a full selection of carts having universal compatibility with standard industry Cart tipping mechanisms.

**Garbage** shall mean all refuse and animal and vegetable matter which was used for human consumption, every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter. It shall also include grass clippings, hedge clippings, shrub prunings and clippings, and excess fruits from trees on residential property but not from trees on farms and/or orchards. Excluding items designated for recycling, the term "garbage" shall also mean "dead animals" and mixed and waste fragments resulting from the use and occupancy of the premises, including but not limited to rags, paper and packaging material, glass, crockery, bottles, tin cans, leather, rubber, plastics, newspaper and other general small household refuse. It shall not include "leaf waste, bulky waste or construction debris." "Garbage" must be set out by residents not more than twenty-four (24) hours prior to their expected collection time by the contractor.

**Glass Container** shall mean bottles and jars made of clear, green and brown glass. For recycling purposes, it expressly excludes non-container glass, plate glass, and porcelain or ceramic products.

**Hazardous Waste** shall mean waste which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or the Pennsylvania Department of Environmental Resources by or pursuant to Federal or State law. For purposes of this contract, the term "Hazardous Waste" shall also include motor and lead acid vehicle batteries.

**Household Hazardous Waste** shall mean any waste, produced in the home, which contains hazardous substances by which they may pose a threat to the environment, wildlife, and human health. Often referred to as HHW. Items are typically categorized as; garden chemicals, solvents, oil-base and latex paints, aerosols, cleaners, anti-freeze,

thermometers, batteries and auto batteries, metal polish, pool chemicals, adhesives, used motor oil, gasoline. Household Hazardous Wastes are excluded from the collection process under this Contract.

**Institutional Establishment** shall mean those facilities that house or serve groups of people, e.g., schools, and nursing homes.

**Leaf Waste** Leaves, garden residues, shrubbery and tree trimmings, and similar materials, but not including grass clippings.

**Magazines** shall mean periodical publications containing sketches, stories, essays and pictures. For purposes of recycling, junk mail, phone books, paper and hard back books are expressly excluded.

**Multi-Family Units** shall mean any rental property consisting of residential units of more than Three (3) units, which typically are either apartment buildings or condominiums that are unsuited to a curbside solid waste and recycling system, and best served by a centralized container or dumpster system.

**Newspapers** shall be paper of the type commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions, containing advertisements and other matters of public interest.

**Person** shall mean any natural person, association, partnership, firm or corporation.

**Plastic Containers** shall mean post-consumer plastics such as polyethylene terephthalate, high density polyethylene and polypropylene. Due to the large variety of type of plastics, the Borough regulations shall stipulate the specific condition and type of plastic which may be recycled.

**Recyclable Materials** shall mean those materials specified by the municipality to be recycled. The list of materials and frequency of collection shall be in accordance with the Borough regulations and may be revised from time to time as deemed necessary by the Borough and the Contractor.

**Recycling** shall mean the separate collection, processing, recovery and resale and reuse of metals, glass, paper, plastics and other materials which would otherwise be disposed of as solid waste.

**Residential Unit** shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating by one (1) family.

**Rubbish** shall mean clothing, rags, broken glass, crockery, packaging material, containers for non-edible products used in the home, discarded personal items and consumer items, pet hair, lint, carpet and padding, bedding materials, cloth, paper, grass cuttings, hedge cuttings, shrub prunings, incinerator ashes, refuse from paper burners and household refuse generally, ashes from household heating plants, incinerators, coal stoves,

construction waste as defined herein, and any other waste resulting from residential household operations, but excluding bulky waste and hazardous waste.

**Semi-Automated Collection** the collection of Solid Waste either: a.) using a vehicle equipped with a Cart tipping mechanism operated from the inside the vehicle cab by the driver or operator wherein the cart is mechanically captured, elevated and tipped (emptied) into a collection bin mounted in the front of the vehicle with that bin subsequently being mechanically tipped by the driver operator into the vehicle hopper, packer or compactor or; b.) manually connecting a Cart to a Cart tipping mechanism where the cart is mechanically elevated and tipped (emptied) into a collection bin mounted on the front of the vehicle with that bin subsequently being tipped (emptied) into the vehicle hopper, packer or compactor. Both methods are capable of servicing a full selection of carts having universal compatibility with standard Cart tipping mechanisms.

**Single Stream Recycling** A system in which all Recyclable Items are placed into a single Cart or Container for subsequent collections, processing and remarketing instead of separating Recyclable Items by commodity into separate containers for separate handling throughout the collection process.

**Solid Waste** shall mean any item or component of garbage, rubbish, Residential Refuse, or Recyclables.

**Tipping Fee** Price charged to deliver Solid Waste to a landfill, waste-to-energy facility, or recycling facility.

**Tire** the rubber coving, which contains a tube or is filled with air, that is fixed around a metal wheel for an automobile, pickup truck or motorcycle, excluding the wheel of which it is affixed.

**Ton** The actual quantity of refuse removed and weighed on a scale that has been certified by the "Weights and Measures" Department of Beaver County or other acceptable appropriate agency.

**Traditional Manual Collection** the collection and disposal of Solid Waste using a rear loading (customarily for Garbage, Rubbish, and Residential Refuse) or side loading (customarily for Recyclables) collection vehicles with the collected material being deposited into the vehicle manually by an employee of the contractor. The term Tradition Manual Collection distinguishes the collection method from Fully Automated Collection and Semi-Automated Collection.

*These definitions shall be deemed to be incorporated into and become a part of the Contract between the Contractor and the Borough.*

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BOROUGH OF AMBRIDGE BEAVER COUNTY  
COMMONWEALTH OF PENNSYLVANIA

**GENERAL SPECIFICATIONS**

The work under this Contract shall consist of the items contained within these specifications, including all supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different act of God over which the Contractor has no control. In the event of such a flood, hurricane or similar act of God, the contractor and the Borough will negotiate the payment to be made to the Contractor, if the Borough and the Contractor agree that such increased volume is to be handled by the Contractor.

1. Description of Services

Bids are being solicited in two (2) Parts: 1. Solid Waste (Garbage, Rubbish, and Refuse) and 2. Recycling. Each part will be bid with two (2) different methods of collection; Option A: Traditional Manual, Option B: Semi-Automated,/Carts. The Bid shall consist of separately identified "Collection and "Removal" costs and "Disposal" costs.

For the Semi-automated Collection, Removal, and Disposal service bids are also requested for the following options:

- (1) The **Contractor** providing and paying for the Garbage, Rubbish, and Residential Refuse carts and Recycling Carts, as needed, which shall have universal compatibility with standard industry cart tipping mechanisms, with the cost of the carts being incorporated into the bid price. The Contractor shall assume one Cart for Garbage, Rubbish and Residential Refuse for each Residential unit, and one Recycling cart for each Residential unit. The Contractor shall submit with its Bid a price for the carts. The Borough may seek a DEP Recycling Grant for the recycling Cart so there will be a bid provision for the Borough supplying the recycling cart

The Collection of Recyclable items will be Bid for "Weekly Collection" and "Bi-Weekly Collection"

2. Knowledge of Borough

Bidders are directed to acquaint themselves with the Borough of Ambridge, its drives, avenues, streets and alleys, its topography, its municipal boundaries and the number and location of its residences so that no misunderstanding may exist in respect to the nature of the work to be done or of the character and condition surrounding the same. A copy of the Borough of Ambridge Road Map is attached and marked as Exhibit "2."



3. Length of Contract

The term of the initial five (5) year contract shall commence on Jan 1, 2026, and end on December 31, 2030. The Borough and the Contractor can extend the contract for a maximum of two (2) optional one (1) year extensions upon mutual agreement. The optional one (1) year contract extensions shall be under the same terms and conditions specified in the initial Contract, but for the renegotiated price between the Borough and the Contractor.

For the optional year contract period to be exercised, the Borough shall notify the Contractor in writing that it is interested in extending the Contract for the optional year. The Borough may decide to exercise the optional year any time during the Contract period, except during the last one hundred eighty (180) days of the Contract in the expiring contract year. For example, the optional year of the Contract must be exercised in writing no later than June 30, 2030.

4. Capability to Perform

Bidders must be prepared, upon request, to present evidence of sufficient equipment, manpower, facilities, financial capability and experience to successfully accomplish the herein specifications of collecting all Garbage, Rubbish, Bulky Waste and Recyclable Materials on the same day each week in a routine manner (as described in the Contract specifications). All bidders must also possess and present proof of a valid license for solid waste hauling from the County of Beaver at the time the contract is awarded.

5. Disposal Site(s)

The Contractor who is awarded the Contract shall dispose of all municipal waste and bulky waste generated under the terms of this Contract at one (1) or more of the municipal solid waste landfill(s) that are approved as part of the Beaver County Municipal Solid Waste Management Plan. The successful bidder shall furnish the Borough of Ambridge within fifteen (15) days after written notification of said bidder being the low responsible bidder, proof that all required Local, County, State and Federal agency permits have been issued to the disposal site or sites where garbage, rubbish and bulky waste from the Borough of Ambridge will be disposed.

6. Vehicles and Equipment by Contractor

The successful bidder shall furnish the Borough of Ambridge with all the required documentation listed below within fifteen (15) days after the written notification of said bidder being the successful bidder. Such documentation shall include:



- (a) Evidence or ownership and possession of garbage trucks, recycling vehicles, recycling containers and dumpsters for use in connection with this contract. These trucks and/or their replacements must be licensed, possess a valid state inspection and be approved by the appropriate agencies. License for the same must be submitted at the time prescribed above. This equipment shall also be licensed in the name of the bidder. Garbage trucks shall have bodies constructed of metal, must be water tight with metal lids or covers which shall be so constructed that they will be closed tightly when loaded. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor, and the word "Municipal Waste" as required by regulation. Identity must be visible from fifty (50) feet. Identification and markings of vehicles used for recycling must comply with all regulations of Act 101 "The Municipal Waste Planning, Recycling and Waste Reduction Act," and the Beaver County Municipal Solid Waste Management Plan of 2004, as amended.

7. Business Hours

The Contractor must have regular office hours during normal workdays (holidays excluded) Monday through Friday from at least 8:30 a.m. until 4:30 p.m., open to the public, for residents to ask service-related questions or register complaints. A local or toll-free telephone number must be made available to all Borough customers during these same days and time to telephone similar questions or complaints.

8. Inspection of Business

The Borough reserves the right to inspect the bidder's business location and operations to determine the accuracy of any information provided or required for the performance of the duties outlined in the specifications.

9. Employees/Agents

The Contractor's employees or agents must be dressed in garb easily identifiable to residents and in such a manner as is acceptable to the Borough. Any Contractor's employee working or walking along a public or private street or highway in the Borough of Ambridge while carrying out any part of the contract between the Borough and the Contractor shall wear the required safety and visibility gear and equipment normally utilized and recommended for such work activities.

10. Equipment by Contractor

All labor and equipment, unless herein specifically noted, of every kind necessary to carry out the provisions of the specifications shall be furnished by and at the expense of the Contractor.

11. Bid Bond

Each bid shall be accompanied with a bid bond in favor of the Borough which bond shall be in the sum of Seventy Five Thousand (\$75,000.00) Dollars. The bond shall be furnished by a responsible bonding company authorized to do business in Pennsylvania. The conditions of the bond shall be that the bidder upon being awarded the contract by the Borough shall enter into a written agreement with the Borough to perform the service and/or to provide the materials as outlined in these specifications in default of which the Contractor and the Surety shall be liable for any damages or losses incurred by the Borough in obtaining alternate or additional bids and the difference between the amount of such bids and the bids submitted herewith.

12. Performance Bond

The successful Contractor who is awarded the Contract shall, within fifteen (15) days of notice of such award, provide the Borough a Performance Bond on the forms provided by the Borough which shall secure the full, faithful and complete performance of the Contract in accordance with the following. The Performance Bond shall be executed by a surety company licensed to do business in the Commonwealth of Pennsylvania and shall be in an amount of one hundred (100) percent of the first year Contract price, said bond being from a reputable surety company authorized to do business in the Commonwealth of Pennsylvania. Each year thereafter, a performance bond from a reputable surety company authorized to business in the Commonwealth of Pennsylvania shall be due and forwarded to the Borough no later than October 1<sup>st</sup> of the year preceding the next Contract year of the contract term in the amount of one hundred (100%) percent of the succeeding Contract year price. Each bond provided is subject to approval by the Borough.

The premium for the Bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond.

13. Insurances

The Contractor shall have and maintain Comprehensive General Liability Insurance for the entire term of the Contract with the Borough in order to protect the Contractor in providing services under the Contract awarded from claims for damages or injuries to persons, including wrongful death, and for damages to property which may arise from operations under the Contract with the Borough, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either Contractor or subcontractor. The Comprehensive General Liability policy shall include but not be limited to the following:

- (a) Contractual liability on a blanket basis or contractual liability specifically covering this contract.
- (b) Contractors' Protective Liability.

- (c) Completed Operations.
- (d) An insurance policy providing complete third party comprehensive bodily injury and property damage liability insurance covering Contractor as well as the Borough of Ambridge and its public officials with the Borough named as a co-insured with the Contractor under said policy in the amount of \$3,000,000 combined single limit coverage.
- (e) A clause which states that the Borough is a named insured with the right of notice of cancellation.

The Contractor shall also carry the following additional insurance:

- (a) Worker's Compensation Insurance as required by law.
- (b) The Contractor must maintain an automobile liability insurance policy with a \$1,000,000 combined single limit coverage (for bodily injury and property damage) for the entire term of the Contract.
- (c) Excess Umbrella Liability \$2,000,000 each occurrence

14. Certificate(s) of Insurance

The Contractor shall provide the Borough prior to commencing work, the certificates of insurance evidencing the above coverage and the renewal of such policies of insurance which will expire during the term of this Contract. All certificates of insurance so provided must also provide that its insurance company will notify the Borough in writing by registered mail, thirty (30) days prior to the termination of the policy and prior to any alterations in the policy which alterations change, restrict or reduce the insurance provided or change the name of the insured.

15. Indemnity

The Contractor shall be responsible for any loss, personal injury, death and/or other damage that may be done to, or suffered by any employee of the Contractor, or any other person or property in connection with the operations to be carried out pursuant to these specifications, or to the contract award to the successful Contractor, and shall indemnify and save the Borough or any of its officers, agents or servants harmless against any claims for such loss, injury, death and/or damages against any claims for compensation to any employee of the Contractor or any other Third Party. This shall apply to all cases of such loss, injury, death and/or damages including cases of loss, injury, death and/or damages for which either or both parties hereto may or shall be liable.

The Contractor shall also indemnify and save harmless the Borough of Ambridge and each customer arising out of any act, or failure to act, by the Contractor resulting in any garbage, rubbish, bulky waste, recyclables or household hazardous waste not being properly collected and disposed of in accordance with state and federal laws and regulations, and any applicable state and federal environmental laws and regulations.

16. Length of Contract

The term of the initial five (5) year contract shall commence on Jan 1, 2026 and ending on December 31, 2030. The Borough and the Contractor can extend the contract for two (2) optional one (1) year extensions upon mutual agreement. The optional one (1) year contract extensions shall be under the same terms and conditions specified in the initial Contract, but for the renegotiated price between the Borough and the Contractor.

For the optional year contract period to be exercised, the Borough shall notify the Contractor in writing that it is interested in extending the Contract for the optional year. The Borough may decide to exercise the optional year any time during the Contract period, except during the last one hundred eighty (180) days of the Contract in the expiring contract year. For example, the optional year of the Contract must be exercised in writing no later than June 30, 2030.

17. Transferability of Contract

When the Contract has been entered into, it shall not be assigned, transferred, subcontracted or set over to any other person, firm or firms, corporation or corporations, without the specific written consent of the Borough. The Contractor is an independent contractor, and all of his employees, servants, agents and supervisors are employees of the Contractor and not the Borough. All equipment used by the Contractor in the collection, removal and disposal of garbage/rubbish, bulky waste, recyclable materials, etc., shall be licensed and registered by him or his employees. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the Contract by the Borough which may thereupon employ the necessary labor to perform the work or re-advertise and relet the work at the expense of the offending Contractor and his Sureties.

18. Frequency of Collection

Once each week on the same day each week, throughout the entire Borough, the Contractor shall collect, remove and dispose of all garbage, rubbish and bulky waste from all residential units within the Borough of Ambridge. Recyclable materials shall also be collected, removed and disposed of (every week or bi-weekly depending on bid option selected) on the same day as the garbage throughout the entire Borough from single family residential units. Collection of garbage, rubbish, bulky waste and recyclable materials shall be performed by the Contractor between the hours of 6:00 a.m. to 6:00 p.m. prevailing time. Collection of the above specified materials shall occur from Monday through Saturday and no collection shall occur on Sunday. Such collection shall be performed in a quiet, orderly, business-like manner, so as to cause no unreasonable odor, annoyance, inconvenience or traffic hazard to the residents of the Borough or traveling public.

Multi-family complexes, apartment complexes and condominium complexes consisting of 4 or more units are not covered by this Contract.

19. Billing/Collection of Fees

The Borough shall be solely responsible for the individual service billing of Borough residents utilizing this service. The billing of the residents by the Borough shall be on a quarterly basis.

20. At Door/Backyard Service

Any single-family residential unit desiring the same shall be provided with backyard or at the door pick-up service for garbage, refuse and recyclable materials at the additional cost indicated in the questionnaire for such service. Such "At-Door/Backyard Service" shall include the Contractor returning all containers to the place where such containers were picked up.

21. Routing

The routing schedules shall be prepared by the Contractor and subsequently approved by the Borough. The routing schedule shall provide for all collection of garbage and recyclable materials to be done throughout the entire Borough on the same day each week. Additionally, the Contractor shall provide the chronological order in which each street, road or alley will be served.

Upon agreement to a satisfactory routing schedule with the Borough, the Contractor shall assist the Borough in announcing and advertising it to the residents of the Borough. Such announcement(s) should include advertisements in mailers sent to alert the Borough's residents.

22. Holidays

Any holiday customarily observed by the Contractor which would result in the suspension of collection for that holiday must be specified. Regardless of any suspension of collection of service for a holiday, the Contractor is obligated to provide collection service to each customer at least once each week for garbage and refuse removal, and every week/bi-weekly depending on bid for recyclables. At the time of signing of the Contract, the Contractor shall inform the Borough in writing of holidays observed by the Contractor. Any regular suspension of service anticipated by the Contractor shall be communicated to the Borough and those residents affected with as much lead time as possible.

23. Acts of God

If the Contractor is delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence including, but not restricted to, acts of God or of the public enemy, acts or neglect of the Borough, acts of neglect of any other contractor, fires, floods, snows, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, the period hereinabove specified for completion of his work shall be extended by such time as shall be fixed by the Borough. No such extensions of time shall be deemed a waiver by the Borough of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

24. Communication During Contract

The Contractor shall meet with Borough Officials on an "as needed" basis in order to review complaints, address general collection or billing problems or to correct other problems or procedures involved with the Contract. The Contractor shall submit monthly reports to the Borough not later than ten (10) days after the end of each month, which shall show the total cubic yards and tonnage of garbage and rubbish collected in the Borough and the types and volumes of recyclable materials collected and marketed. Refer to Section 26 "Recyclable Materials Collection" for additional required reporting in respect to the Collection of recyclables.

25. Acts or Omissions and Liquidated Damages

This Section shows in a table the acts or omissions, within the control of the Contractor, and the number of liquidated damages associated:

<u>Description</u>	<u>Liquidated Damages</u>
1. Commencing collection prior to 6:00 a.m. or continuing Collection past 6:00 p.m.	\$100.00 per day per route
2. Failure to resume service after ice and snow conditions as required	\$250.00 per route per day
3. Failure to resume service as required for non-weather related incidents	\$250.00 per route per day
4. Failure to collect missed Garbage, or Recyclables within one business day after a makeup request is given to the Contractor	\$5 per reported miss and/or the cost to the Borough of collecting the misses
5. Failure to collect spillage	\$250.00 or the cost of remediation whichever is higher
6. Unsatisfactory performance after two (2) notices to Correct specific incidences involving the same Address or collector in any six (6) month period	\$200.00 each incident
7. Recyclables may not be mixed with Municipal Waste in the same compartment of a vehicle's body.	\$1,000.00 per incident and may be cause for termination
8. Failure to submit complete and accurate monthly reports As required	\$50.00 per day per report



Liquidated Damages may be deducted from the next payment due to the Contractor determined by the Borough. Any assessment(s) against the payment due to the Contract shall not relieve the Contractor of his on-going reporting, service and clean-up responsibilities for the duration of the contract.

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

Should the Borough 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 Borough to enforce such penalty retroactively or in the future.

26. Recyclable Materials

For residential units, the collection of recyclable materials shall be (every week or bi-weekly pending bid option selected), and collected on the same day as the weekly collection of garbage, rubbish and bulky waste throughout the entire Borough. Borough residents must place recyclable materials at the curbside in the same manner as garbage, rubbish and bulky waste collection, except for residential units which have elected for the At Door/Backyard service as provided in this Contract. The recyclable materials must be collected in a co-mingled fashion in blue/green containers which may be provided by the Borough, and not in excess of sixty-four (64) gallons, or marked with the recycle logo or the word "recyclables" or "recycle

The recyclable items to be collected shall be determined by the Borough. Recyclable materials include, but are not limited to:

Co-mingled

Aluminum

Cardboard

Clear glass

Colored glass (both green and amber)

Steel/bi-metallic cans

Newsprint/Magazine/Paper

Plastic bottles/jars/jugs/tubs

The Contractor must independently negotiate with the Recycling Center to guarantee that recyclable items collected from residential units within the Borough can be deposited and marketed for resale at and through a Recycling Center.

Any monetary compensation or revenue realized by the Contractor made from the sale of recyclable materials will remain the property of the Contractor.

If the used Recycling Center implements a profit-sharing program that reflects the performance of recyclables collected (i.e., total weight or volume of recyclables collected within the Borough) or by any other formula, this monetary compensation or revenue will be the property of the Borough.

The Contractor must provide the Borough with weight receipts or other approved documentation that reflects the amount of recyclable materials collected at residential units within the Borough and marketed through a Recycling Center. These tonnage reports must be forwarded to the Borough Manager from the Contractor by the tenth (10<sup>th</sup>) of each month for the recyclable materials collected from the previous month include, at a minimum, the following: (1) date of delivery of recyclable materials, (2) amount by weight or other approved accounting method recyclable materials delivered, (3) that the recyclable items were generated within the Borough, and (4) the amount paid to the Contractor by the Recycling Center for the recyclable materials.

From time to time the Borough may decide to add or delete items required to be recycled from residential units. If the Borough decides to do this, the Contractor may request that the Borough amend the Contract if the addition or deletion of the items substantially affects the profits of the Contractor. Also, the Borough may request that the Contractor amend the Contract if the addition or deletion of items affects the cost the Borough customer is being charged.

If the Commonwealth of Pennsylvania or the County of Beaver places additional requirements or responsibilities on the Borough before the expiration of the Contract, the Contractor must comply with the additional Commonwealth of Pennsylvania or County of Beaver regulations.

The Borough will work with the Contractor to educate the citizens of the Borough as to the requirements for the collection of recyclable items from residential units.

Since the Contractor will be picking up the recyclable items, it will be the responsibility of the Contractor to monitor the recycling operation. The Contractor will ensure that only designated items to be recycled are included in the recycling containers and that the quality of the recyclable items is acceptable.

The Contractor will not be required to collect any recyclable materials containing garbage or other unapproved miscellaneous waste. The Contractor shall notify the Borough in a timely manner of any resident or customer not complying with the Borough Recycling Ordinance or regulations of the Borough of Ambridge.

27. Beaver County Municipal Solid Waste Management Plan

If during the term of this Contract the County of Beaver or any of its agencies should request or require the Borough of Ambridge to participate in a cooperative solid waste disposal and/or recycling program, the Contractor shall be obligated to cooperate with this program at the Borough's concurrence. In this event the Contractor shall reduce the collection and disposal costs by one hundred (100) percent of the savings which the Contractor has gained.

28. Escalation Clause: Tipping Fee



The Borough will permit the Contractor an increase in service billing for escalation in tipping fees during the term of the Contract. The tipping fee included in the Proposal under Contract Year #1, "Tipping Fee" (current), shall prevail for a minimum period of six (6) months after the Contract commences. After that time, if the tipping fee has escalated, the Borough will allow an increase in the service billing to pay the cost differential to the Contractor upon presentation of evidence in the form of a notarized statement from the owner of the disposal facility specifying the amount of the escalated tipping fee, which shall prevail for a minimum period of six (6) months. The differential will be allowed upon presentation of notarized statements from the owner of the disposal facility specifying the actual tonnage collected in the Borough and dumped.

If tipping fees continue to escalate, the Contractor may again present evidence in the form of a notarized statement from the owner of the disposal facility and the Borough will again allow the cost differential upon certification of tonnage collected in the Borough and dumped. At a maximum, the Contractor may approach the Borough on a semi-annual basis to request an increase in the service billing with respect to increased tipping fees.

Any tipping fee established under the Contract must prevail for a minimum of six (6) months. There will be no adjustments made during the six (6) month period and there will be no retroactive payments made for escalation of tipping fees prior to the date on which an adjusted tipping fee is established.

29. Fuel Surcharge Adjustment

The Contractor shall be permitted on a quarterly basis, starting with the third quarter of the Contract, to pass on to the residential customers any increase in fuel (gasoline and/or diesel) cost incurred by the Contractor in the performance of this Contract. In the event the Contractor elects to pass on the fuel increase charge, the Contractor shall also be obligated to lower the residential collection fee in the event of a decrease in fuel (gasoline and/or diesel).

**In order to take advantage of this provision, Contractor must furnish with its bid an invoice or statement from its fuel supplier(s) as to the cost per gallon in bulk of what it most recently (to the bid date) paid for unleaded gasoline, and if used, what it paid for diesel fuel. See Exhibit 4 of the Contract documents.** The Contractor shall also be required to establish and maintain auditable records of the amount of fuel used by the specific collection vehicles used for the Ambridge Contract in any given calendar week and quarter.

At the conclusion of the second calendar month of a quarter, starting with the second quarter of this Contract, Contractor shall calculate the total gallons of gasoline fuel and/or diesel fuel used by the vehicles servicing Ambridge Borough in the prior three (3) months period, and forward said data to the Ambridge Borough Manager, together with an invoice or statement of what it paid per gallon of gasoline and/or diesel fuel for its last fuel purchase closest to the end of the second month of that quarter for verification.

The increase that can then be passed onto the residential customers for the following quarter due to fuel increases is as follows when:

- A = price per gallon of gasoline in bulk (87 octane) paid by Contractor at the end of the second month of the preceding quarter.
- B = price per gallon of gasoline in bulk (87 octane) paid by Contractor at the end of the second month of the existing quarter, starting with the second quarter of the Contract (i.e. February 28, 2026).
- D = price per gallon in bulk of diesel fuel paid by Contractor at the end of the second month of the preceding quarter.
- E = price per gallon in bulk for diesel fuel paid by the Contractor at the end of the second month of the existing quarter starting with the second quarter of the Contract (i.e. February 28, 2026).
- H = number of gallons of gasoline consumed by Ambridge Borough trucks during the prior three (3) month period (i.e. January 1, 2026 through March 31, 2026).
- T = total number of residential customers in Ambridge Borough Contract during the period used to determine B and E.
- I = number of gallons of diesel fuel consumed by Ambridge Borough trucks during the prior three (3) month period (i.e. January 1, 2026 through March 31, 2026).

The formula for calculating this per customer increase or decrease for the upcoming quarter is as follows:

$$(B-A \times H) + (E - D \times I) \div T = \text{Fuel cost increase/decrease per customer for the upcoming quarter}$$

### **EXAMPLE FOR INITIAL 3<sup>rd</sup> QUARTER ADJUSTMENT**

$(3.10 \text{ Feb. 28, 2020} - 3.00 \text{ Nov. 30, 2019} = .10 \times 1,000 \text{ gallons} = 100.00) + (3.25 \text{ Feb. 28, 2020} - 3.15 \text{ Nov. 30, 2019} = .10 \times 200 \text{ gallons} = 20.00) = \$120.00 \div 2300 \text{ customers} = \$ .05 \text{ Individual customer increase for next quarter (April, May, June, 2017)}$

Failure of the Contractor to maintain and/or furnish the required auditable information shall preclude the Contractor from making any adjustment or future adjustment to the Contract price. When the price has been increased and the Contractor fails to maintain or provide the required data to the Borough Manager for a following period, the Contract price shall revert to the initial bid price for the duration of the Contract.

30. Consideration for Award

The Borough shall consider the following in the determination as to the feasibility of the Contract and its award: levels of past performance, levels of projected performance and services offered, total cost to Borough residents for the entire length of the Contract, consideration of labor and equipment allocations to the Borough to meet its needs, age of equipment, experience and financial ability of the Contractor to perform under the Contract provisions, information in the questionnaire and in response to the Contract specifications and other documents, best value to the Borough residents for the entire length of the Contract, as well as the evaluation of other criteria pertinent to the Contract on attached documents. This list of criteria is not meant to be all inclusive of all pertinent items the Borough would consider prior to award of a contract. The price quoted for backyard service will not be considered in arriving at the lowest responsible bidder providing the best value to the customers of Ambridge Borough. However, any unreasonable bid submitted for this service (which is primarily designed for the elderly and handicapped) may be totally rejected and reported to the appropriate state authorities.

31. Borough's Right to Reject Bids

The Borough of Ambridge reserves the right at its option to reject any and all bids and to waive any and all technicalities, informalities and/or minor deviations from the bid documents.

32. Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, handicap, religion or natural origin.

33. Contractor's Records and Audit

The Contractor shall maintain detailed records of the Ambridge Borough customers, their accounts, diesel fuel and gasoline product prices for fuel used in the trucks that service the Borough of Ambridge. The Contractor shall also permit with reasonable advanced notice to the Contractor, representatives of Ambridge Borough to inspect such records so as to verify the Contractor's compliance with the Contract. In no event shall more than one audit be done in any contract year.

34. Specifications Part of Contract

These specifications and all attached documents shall be incorporated into and become part of the Contract between the Contractor and the Borough.

35. Contract to be Signed

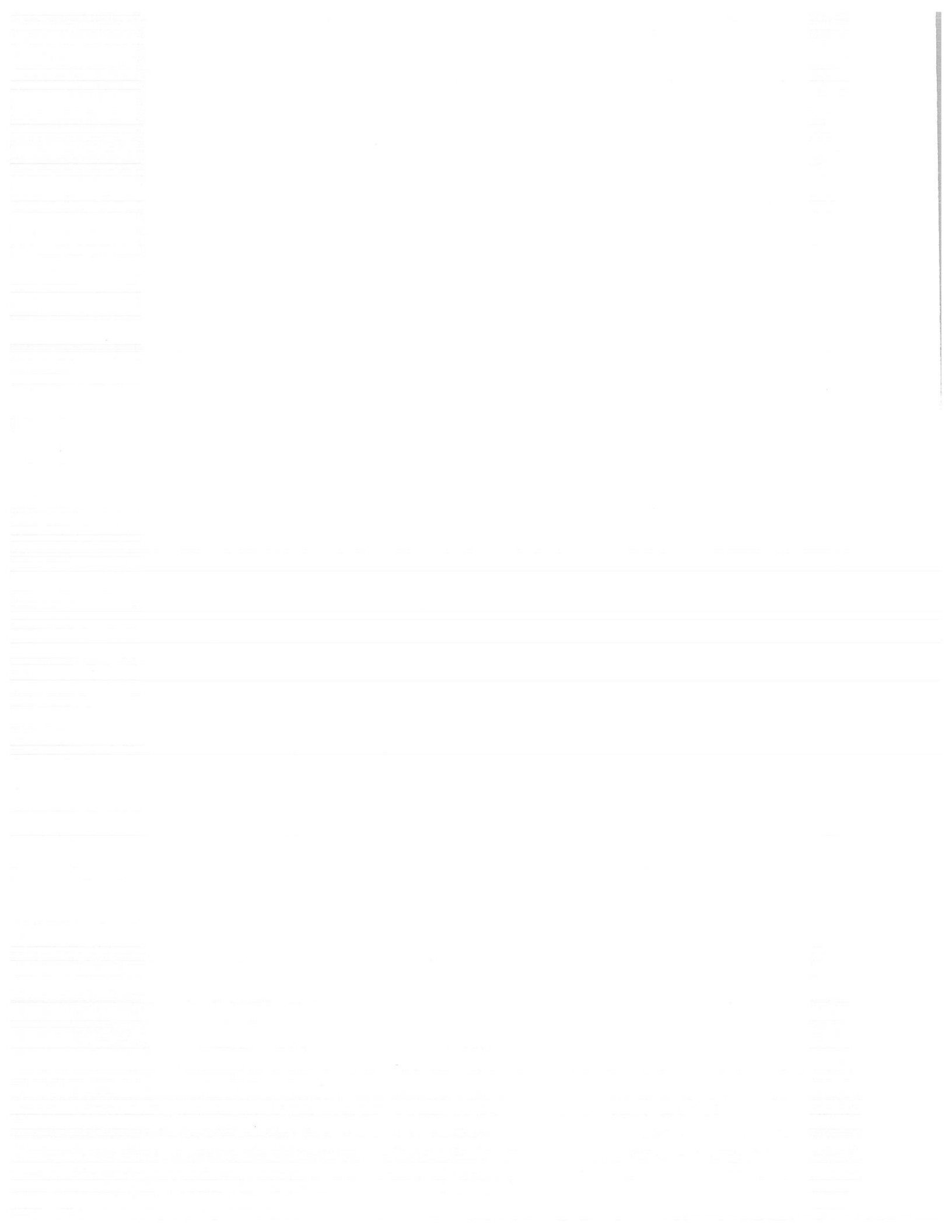
The Contractor to whom the Contract is awarded shall file within ten (10) days after said award, three (3) properly executed counterparts of the Contract with the Borough Manager.



## **EXHIBITS**

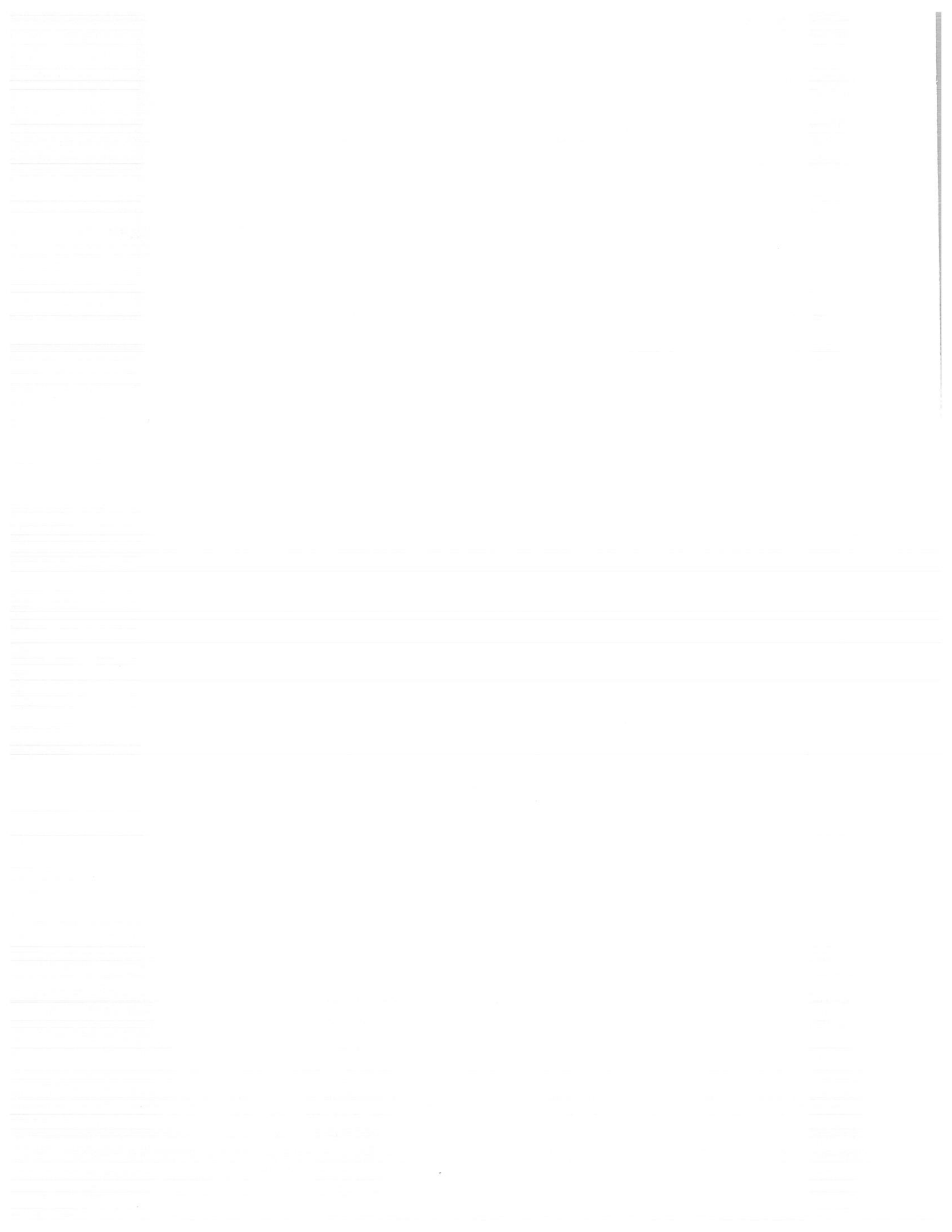
### **CONTENTS**

1. Borough Data & History
2. Road Map
3. Borough Locations



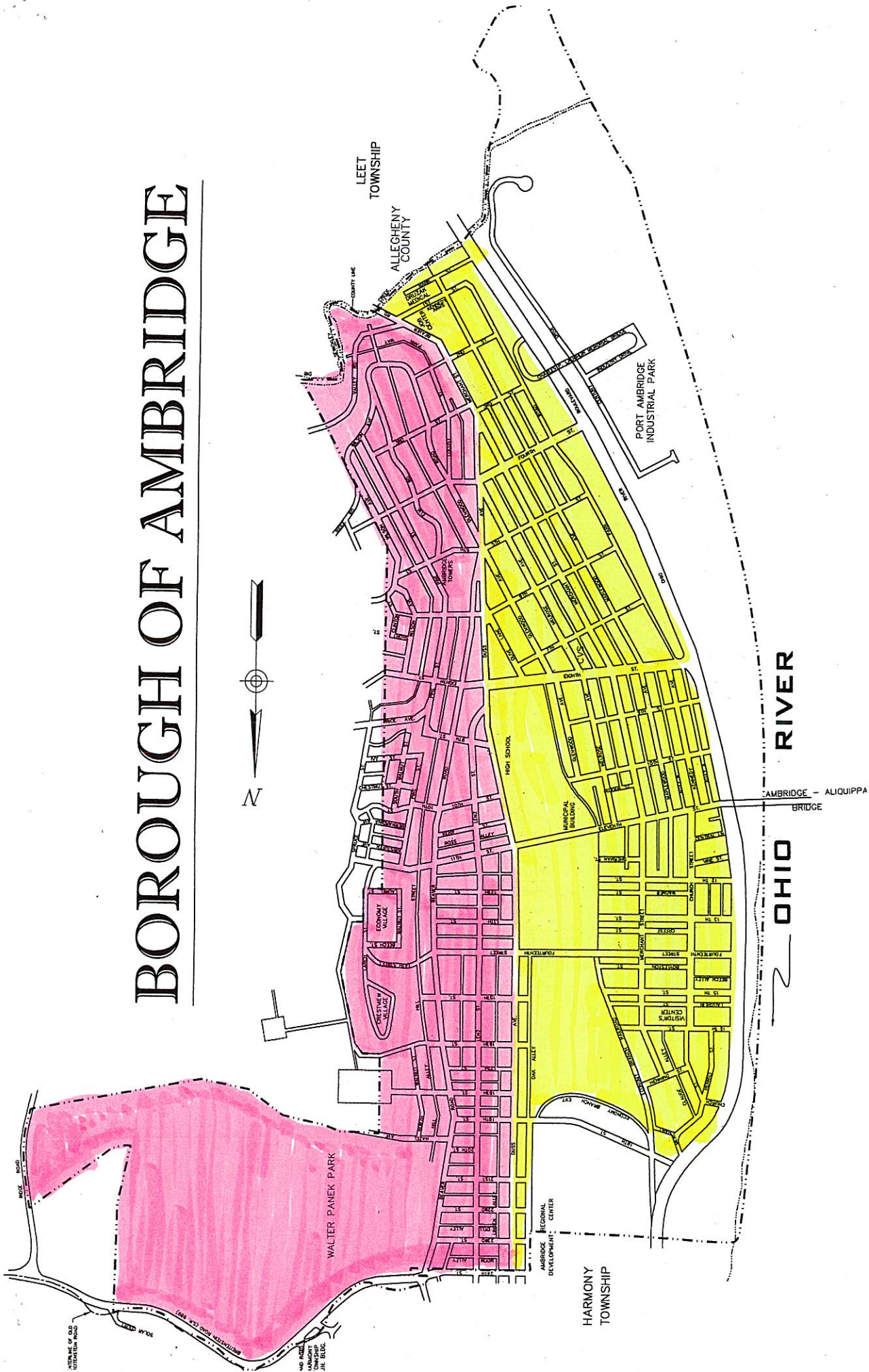
## **BOROUGH DATA AND HISTORY**

<b>Year</b>	<b>Garbage / Refuse Tonnage</b>	<b>Recycling Tonnage</b>
<b>2021</b>		<b>292.70</b>
<b>2022</b>		<b>285.50</b>
<b>2023</b>	<b>2,776.90</b>	<b>231.24</b>
<b>2024</b>	<b>2,930.26</b>	<b>238.78</b>

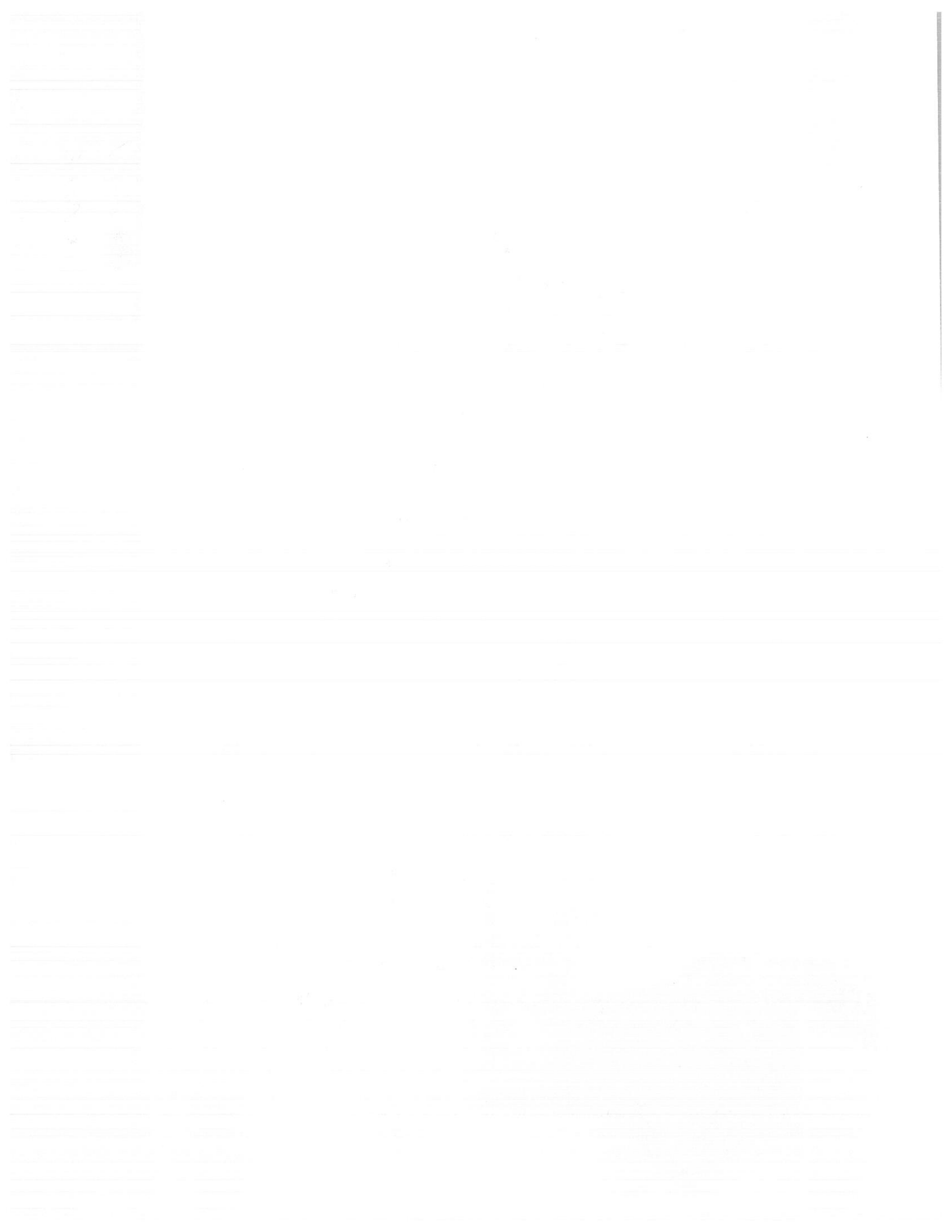




# BOROUGH OF AMBRIDGE



DAY 1  
DAY 2



### **BOROUGH LOCATIONS**

- |   |           |        |
|---|-----------|--------|
| 1. Borough Building   | 1- 6 yard | weekly |
| 2. Public Works Garage  | 2-6 yard  | weekly |
| 3. Merchant Street Streetscape  | Cans      | weekly |
| 3 <sup>rd</sup> St. thru Henning St, 5 <sup>th</sup> Street Park/Gazebo, P.J. Caul Park |           |        |
| 4. Park Road/8th Street Park  | Cans      | weekly |
| 5. Walter Panek Park  | 1-6 yard  | weekly |

