



A. Call To Order

Zachary Haigis

President, Board of Commissioners

B. Roll Call

Commissioner Stump

Commissioner Atwood

Commissioner Blasko

Commissioner Zona

Commissioner Bevan

Commissioner Gass

Commissioner Haigis

C. Pledge Of Allegiance

D. Citizen's Input

E. Work Session Discussion Topics

1. Trash / Recycling Bid Process

Documents:

[2021 FINAL GARBAGE CONTRACT SPECS.PDF](#)

2. HVAC Bid Review

Documents:

[HVAC BID REVIEW.PDF](#)

3. 2022 Budget Discussion (Expenditures)

4. American Rescue Plan Act Funding

Discussion

Rescue Act

Documents:

[RESCUE ACT 8-12.PDF](#)

5. Consulting Engineer Discussion
6. Guffey Road Speed Limit (Commissioner Atwood)

F. Planning / Engineering Topics

1. S-11-2021: Tuscan Hills V & VI, R-2 Zoning

Proposed major subdivision in the fifth and sixth phases in Tuscan Hills.

Documents:

[S-11-2021 TUSCAN HILLS V VI.PDF](#)

G. Old Business

1. Alcohol In Parks - Ordinance For Adoption

Documents:

[ALCOHOL IN PARKS ORDINANCE.PDF](#)

H. Further Board Comments

I. Adjournment

**TOWNSHIP OF NORTH HUNTINGDON
WESTMORELAND COUNTY, PENNSYLVANIA
SPECIFICATIONS FOR SOLID WASTE AND RECYCLING SERVICES**

GENERAL INTENT AND PURPOSE

The general intent and purpose of the Township of North Huntingdon, Westmoreland County, Pennsylvania (hereinafter called “NHT” or the “Township”) is to maintain a comprehensive program for solid waste management and recycling for certain specified types of solid waste. The collector designated under a contract to be awarded by NHT will be responsible for **Solid Waste Collection and Disposal, Recyclable Material Collection and Processing as well as Yard Waste Collection and Door-To-Door E-Waste and Household Hazardous Waste Collection, Processing, Transportation and Disposition. Yard Waste, E-Waste and Household Hazardous Waste will be collected by the collector and taken to a Department of Environmental Protection (DEP) approved site.** The Township reserves the right to issue a ninety (90) day notice to the collector establishing an addition or deletion of a recyclable material to those now identified in Township Resolution #120 of 1991. While providing all services described under these specifications, the collector shall use due care to protect the property of the residents of NHT, to make as little disturbance as possible, and to ensure that all recyclable materials are collected and disposed of pursuant to Act 101 of 1988, and all future amendments thereof.

The proposals requested herein shall be for the period beginning **January 1, 2022**, and expiring on **December 31, 2025, with a mutually agreed to optional fifth year** (hereinafter called the “Contract Period”).

- 1) The bid per manual collection procedure sets an unlimited weekly allowance of ten (10) to thirty-five (35) gallon bags per week **with weekly recycling pick-up.** The procedure further requires a submission of four (4) year contract pricing with a **fifth-year option.**
- 2) The bid procedure sets an automatic collection option (limited to cart size) of ten (10) to thirty-five (35) gallon bags per week **with weekly recycling pick-up.** The procedure further requires a submission of four (4) year contract pricing with a **fifth-year option.**

These specifications for Solid Waste management and recyclable material handling shall become part of the contract.

DEFINITIONS

1. **Automated Collection:** Collection of Solid Waste utilizing either “Fully Automated Collection” or “Semi-Automated Collection” methods.
2. **Back Yard Collection:** A location at which the Contractor must walk or drive beyond the curbside to retrieve Carts for collection.
3. **Bags:** Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection with a capacity no smaller than 10 gallons and not to exceed 35 gallons and a loaded weight not to exceed 40 lbs.
4. **Base Collection Rate:** The monthly cost per unit for garbage collection service, which includes the collection for recyclables and yard waste at no additional cost.
5. **Bimetal Containers:** Empty beverage or food containers consisting of steel and aluminum.
6. **Bulk Waste:** All waste materials too large for collection in ordinary containers. Examples of bulk waste include furniture, appliances, carpeting and similar items. Bulk waste shall not consist of any items that may be packaged and disposed of during regular trash collection.
7. **Cart:** A plastic container, approximately 32-35/36, 64/65 or 95/96 gallon in capacity, owing to slight manufacturer differences. Carts are equipped with wheels, handles and 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, 2.) A tote.
8. **Collection Area:** Means that portion of the Township in which the Contractor provides collection services.
9. **Commercial:** Any establishment engaged in a non-manufacturing or non-processing business including, but not limited to, stores, markets, office buildings, restaurants, shopping centers, and theaters. Multi-family dwellings, townhomes, mobile home parks, hotels, motels, mixed use properties (combined business/residential on a single parcel) and farms which use commercial dumpsters shall be considered commercial establishments. Does not include properties where primary permitted use is residential and accessory use is commercial (i.e., home occupations)
10. **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.
11. **Construction and Demolition Waste:** Lumber, roofing material, sheathing, rubble, broken concrete, macadam, plaster and brick, conduit, pipe, insulation, and other material which results from a construction, demolition or remodeling process.
12. **Container:** Means metal or plastic receptacles used for Garbage, Yard Waste and/or Recyclable’s collection.
13. **Curb Pickup:** Refers to items placed at or within ten (10) feet of the curb or edge of roadway. **Bidders are advised that some existing roads are narrow and may require equipment size adjustments.** If residential property abuts public roadway, garbage and recycling must be placed at a curb on a public roadway. If residential property is accessed by both a public road and alleyway, the curb located on the public roadway will be the pickup location. Where challenges or issues arise related to pick-up, the Township will make the final determination for garbage placement.
14. **Corrugated Paper:** Structural paper material with an inner core shaped in rigid parallel furrows and ridges.
15. **Curbside Recycling Collection:** The Scheduled collection and transportation of recyclable materials placed at the curb line or other area designated by the collector.
16. **Customer:** The owner of any residential, commercial, industrial or institutional property located within the Township.
15. **Designated Agent:** An agent such as Council of Governments acting on behalf of a municipality whose powers and responsibilities are established in an intergovernmental agreement or similar document.

16. **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.
17. **Drop-Off Sites:** Those specified locations, staffed or un-staffed, where recyclable materials may be taken at specific times.
18. **Dwelling Unit:** One or more rooms on premises which have cooking facilities and are arranged for occupancy by one (1) person, two (2) or more persons living together, or one family. Each dwelling unit within a non-commercial building shall be considered an individual customer.
19. **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 phones and television sets
20. **Full Service:** Shall mean that the Contractor shall be responsible for comprehensive service for garbage and refuse collection to the Township including all labor equipment, and the disposal of the garbage and rubbish at a legally approved facility.
21. **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 tipped (emptied) directly into the vehicle hopper, packer or compactor. The Cart tipping mechanism is capable of servicing a full selection of Carts having universal compatibility with standard industry Cart tipping mechanisms.
22. **Garbage:** Means all discarded putrescible waste matter but not including sewage or sewage sludge, human excrement or Yard Waste.
23. **Glass Containers:** Bottles and jars made of clear, green or amber glass. Expressly excluded are non-container glass, automobile glass, plate glass, blue glass, lead crystal, and porcelain and ceramic products.
24. **Hazardous Waste:** Waste designated as hazardous by the United States Environmental Protection Agency or the Pennsylvania Department of Environmental Protection.
25. **Household Hazardous Waste:** Any waste, produced in the home, which contains hazardous substances which may pose a threat to the environment, wildlife, and human health. Often referred to as HHW, HHW items are typically categorized as flammables (e.g., paints), corrosives (e.g., batteries), toxins (e.g., poisons), or oxidizers (e.g., chemicals). Products containing hazardous substances are often labeled with such words as toxic, flammable, corrosive, reactive, danger, warning, caution, explosive, do not use near open flame, and other cautionary words. Hazardous products in a home become household hazardous waste once the consumer no longer has any use for them.
26. **Industrial:** Any establishment engaging in manufacturing or processing including, but not limited to, factories, foundries, mills, processing plants and refineries.
27. **Institutional:** Any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.
28. **Large Items:** Items that are too large to be placed inside the cart or inside of a standard 35-gallon bag, with an individual weight no greater than that allowed for a bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, and individual cut and tied bundle of carpeting measuring no more than four (4) feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.
29. **Lawn and Yard Waste:** Means leaves, lawn clippings, sod, weeds, twigs, fruit vines, clippings from shrubs and hedges, garden plants, tree limbs, and branches not exceeding six (6) inches in diameter and twenty-four (24) inches in length. When the pieces are less than two (2) inches in diameter they shall be securely tied into bundles. All debris shall be bundled or packaged in a bio-disposable bag, not exceeding thirty (30) gallons.

30. **Lead Acid Batteries:** Shall include, but not be limited to, automotive, truck and industrial batteries that contain lead.
31. **Leaf Waste:** Leaves from trees, bushes, and other plants, garden residue, chipped shrubbery and tree trimmings, but not including grass clippings.
32. **Manual Collection:** See “Traditional Manual Collection.”
33. **Mixed Paper:** Any combination of paper including junk mail, office paper, computer paper, envelopes, file folders and all similar materials. Mixed paper does not include paper products used for personal hygiene; paper products used for food preparation; or paper products used for cleaning, or wrapping paper.
34. **Multi Family Dwellings:** Structures for residential living consisting of four (4) or less attached units, as well as dwellings of more than four (4) attached units that are separately owned, may also be referred to as Single-Family Attached Dwellings.
35. **Municipal Waste:** Any garbage, refuse, industrial lunchroom or office waste and any other material including solid waste, liquid, semi-solid or contained gaseous materials resulting from the operation of residential, municipal, commercial, industrial 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, industrial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. (Pennsylvania Act 101, Section 103)
36. **Newspapers:** All 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. Expressly excluded are newspapers which are wet, yellowed or soiled.
37. **Performance Bond:** A corporate surety bond that guarantees compensation to the Township 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 Contracts Specifications.
38. **Private Roads:** Shall mean roadways, which are not maintained by the municipality or the state, on which two (2) or more dwelling units are located.
39. **Recyclables:** Shall mean source separated recyclable materials, including materials listed in Section 1501 of State Act 101, and materials identified by the municipalities to be recycled.
40. **Refuse:** All municipal solid waste which is regulated by State Act 101 and the Westmoreland County Solid Waste Authority, except the following categories of solid waste:
 - a. Bulk waste including tires and appliances
 - b. Construction/demolition waste
 - c. Sludge
 - d. Infectious/pathological waste
 - e. Source separated recyclable materials
 - f. Household hazardous waste
 - g. Oversized refuse items
 - h. Leaf waste
 - i. Unacceptable waste
41. **Residual waste:** Any garbage, refuse, other discarded material or other waste, including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial mining, and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, waste water treatment facility, or air pollution control facility, provided that it is not hazardous.
42. **Semi-Automated Collection:** Collection of Solid Waste either: a) using a vehicle equipped with a Cart tipping mechanism operated from 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 or operator into the vehicle hopper, packer or compactor or; b) manually connecting a Cart to a Cart tipping mechanism wherein the Cart is mechanically elevated and tipped (emptied) into a collection bin

mounted in the front of the vehicle with that bin subsequently being mechanically 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.

43. **Single Stream Recycling:** A system in which all Recyclable Items are placed into a single Cart or Container for subsequent collection, processing and remarketing instead of separating Recyclable Items by commodity into separate Containers for separate handling throughout the collection process.
44. **Structure:** Means all single-family homes, and multi-family dwellings of four (4) units or less as well as multifamily dwellings of more than four (4) units that are separately owned. It also means those Township Facilities that the Township may at its sole discretion include in the Contract.
45. **Total Monthly Cost:** The combined total cost per month of Collection Service for Garbage, Yard Waste and Recyclables, Variable Rate Disposal, Excess Waste, Bulk Waste, Volume pick-ups and Detachable Containers for Multi Family Dwellings.
46. **Tote:** See “Cart.”
47. **Township:** The governmental jurisdiction and legal entity of the Township of North Huntingdon, Pennsylvania.
48. **Traditional Manual Collection:** Collection and Disposal of Solid Waste using rear loading (customarily for Garbage, Rubbish, and Residential Refuse) or side loading (customarily for Recyclables) collection vehicles with collected material being deposited into the vehicles manually by an employee of the Contractor. The term Traditional Manual Collection distinguishes the collection method from Fully Automated Collection and Semi-Automated Collection and includes any and all types of collection vehicles used by the Contractor, including frontloading residential collection vehicles, wherein the collected material is deposited into the vehicles manually by an employee of the Contractor. Any reference to only rear loading vehicles being used for Traditional Manual Collection serves only as an example of the typical vehicle used for this type of service and does not limit the types of collection vehicles that may be used to perform this service.
49. **Unacceptable Waste:** The following categories of solid waste.
 - a. Hazardous waste
 - b. Residual waste
 - c. Unsterilized or unprocessed infectious or pathological waste
 - d. Chemotherapeutic waste
 - e. Gas cylinders
 - f. Explosives and ordnance materials
 - g. Liquid waste (i.e., containing less than 20% solids by weight of flowable)
 - h. Drums, barrels, and buckets unless lids have been removed and interiors cleaned and free of any residue
 - i. Radioactive materials
 - j. Any solid waste generated outside of the Township

I CONTRACT SCOPE

- A. Duration of Contract – **January 1, 2022, through December 31, 2025**. Agreement includes a mutually agreed to fifth year option.
- B. To collect any and all solid waste accumulated at all residential and qualified nonresidential structures within the Township on a weekly or other required basis during the period of the contract.
- C. Collection procedure and schedule for solid waste:
1. Collection to begin **January 1, 2022**, and to end **December 31, 2025**, to provide for the collection of any and all available solid waste from all residential customers at least one (1) time per week. **Bid to include On-Call Door-to-Door E-Waste and Household Hazardous Waste Collection, Processing and Disposal.**
- D. Collection procedure and schedule for recycled materials:
1. Collection to begin **January 1, 2022**, and to end **December 31, 2025**, to provide for the collection from all residential customers of recyclable materials on a weekly basis.
- E. Collection procedure and schedule for yard waste:

For all residential customers, the collector shall provide for the pickup of yard waste on a minimum of six (6) designated weeks of each year, to be determined by the Township, wherein the residential customer shall utilize appropriate biodegradable bags to be picked up and disposed of by the collector. Collection will occur on the same day as trash collection.

- F. **On-Call Door-to-Door E-Waste and Household Hazardous Waste Collection, Processing and Disposal**
1. Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of the **Township of North Huntingdon** an on-call door-to-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 At Your Door Special Collection Service is provided at no additional cost per home per month. The collection of televisions, computer systems, peripheral items with circuit boards and other electronic items is included, subject to daily maximum limits set forth in the service guidelines. The e-waste collection is included in the cost of the HHW collection which it is a part of.

The Contractor's HHW Service shall include the following mandatory 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 (English and Spanish speaking operators). 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 **Township of North Huntingdon** 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 **Township of North Huntingdon**.
- 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 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. There can be no separate charge for electronic waste and the successful contractor must comply with existing state regulations regarding disposition of electronics. The current state/municipality program does not apply to this RFP.
 - J. Contractor must indemnify the **Township** for any action that may occur after Contractor has taken possession of the materials. The contractor must accept generator status.
 - K. Contractor shall assist **Township of North Huntingdon** in developing press release and/or advertising material to announce the HHW Service, and will assist **Township of North Huntingdon** in the planning of a public education campaign introducing the Household Hazardous Waste Collection Program.
 - L. Contractor shall provide **Township of North Huntingdon** 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 **Township of North Huntingdon**.
 - M. 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.
 - N. 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.
2. Contractor's bid [proposal] must include the following information; failure to provide same shall render Contractor's bid [proposal] nonresponsive:
- A. Contractor's door-to-door E-Waste / HHW Service experience.
 - B. Contractor should identify total number of door-to-door household hazardous waste collections performed, when and where collections were performed, please describe the type of program.
 - C. Contractor must include the identification of no less than three (3) municipal references, including contact information that demonstrates compliance with sections 2.A and 2.B.
 - D. 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.
 - E. Sample of announcement flyer.
 - F. **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 non-responsive.**

G. 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):

- a. Specifics on how materials will be managed at the home
- b. Type of vehicle used, how will materials be stored in the vehicle
- c. Pollution prevention element
- d. Health and Safety element
- e. Description of disposition of materials (recycling preference)
- f. Technician training element
- g. If materials will go to Contractor's own facility, description of that facility and that it meets DEP regulations
- h. Handling process e.g., collect from home and transport to facility X then to facility Y etc.

3. Contractor shall identify with its bid [proposal] 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	

II AUTOMATED COLLECTION SPECIFICATIONS (OPTION)

These requirements are for an automated collection option, possibly replacing the manual Collection, Removal & Disposal of Solid Waste. Moreover, while the Contractor shall have the ability to comply with the technology requirements, that may or may not be selected by the Township. If the Township selects and implements the technology requirements enumerated in this Section, the Township shall notify the Contractor if the technology requirements of this Section have been selected and are to be implemented at the appropriate time when it makes its Contract Award.

A. Collection Service:

By its design, Automated Collection involves the use of standardized Carts. The Contractor shall submit bids for the Collection, Removal and Disposal of Garbage, Rubbish and Residential Refuse, Recyclable items and Yard Waste as an alternative option.

The Contractor shall submit a Bid wherein the Contractor provides and pays for the Carts, 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 each Residential Unit for Garbage, Rubbish, and Residential Refuse and/or one Cart for each Residential Unit for Recyclables in its calculations. The Contractor shall base its calculations on an approximate size of 95/96 gallon for a Garbage / Rubbish / Residential Refuse Cart, 64/65 gallon for a Recyclable Cart, 32-34/35 gallon for senior recycling option, and a standard color for the Cart body. Size variance owes to slight manufacturing differences and specifications will refer to sizes as 35 gal, 64 gal, 96 gal. Yard Waste will be collected manually in the spring and fall months.

B. Collection Activities:

North Huntingdon Township has approximately 13,000 units. **The senior sticker bag program is included as an option for seniors under the automated option. Seniors may elect this option and place tagged bags at the curb. A 35-gal recycling cart will be provided for automated recycling with the manual sticker bag collection.**

C. Cart Design:

The specifications which follow describe the minimum acceptable features, standards and performance requirements for the Carts to be used if the Automated Collection method is selected.

1. The Carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
2. Each Cart shall be new and unused. The Carts shall be designed to contain bags of Garbage, Rubbish, and Residential Refuse, Yard Waste or co-mingled Recyclables generated at the Residential Unit. The Cart shall consist of a suitable body, wheels, axle, lift bars, handle, lids and necessary accessories and be of a general design so that it can be maneuvered, lifted and dumped by fully automated and semi-automatic mechanisms.

3. The Carts shall be manufactured by a rotational molded or injection molded processes.
4. Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable.
5. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished Cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molded state using a hot-melt blending process.
6. Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" Carts. The Bidder **must submit with its Bid** independently certified copies of all ANSI test results.
7. The Carts shall be capable of regularly receiving and dumping materials up to 330 lbs. for a 96-gallon Cart, 224 lbs. for a 64-gallon Cart and 122 lbs. for a 35-gallon Cart or equivalent weights for similar sized Carts, excluding the weight of the Carts. The load rating must conform with ANSI Standard Z245.30-2008. The Bidder **must submit with its Bid** a normal printed color sales brochure which shows the exact product being proposed and corresponding load ratings. The load rating in the sales literature must match the specifications and ANSI certifications submitted with the Bidder's Bid, and the load rating shall be permanently marked on the Cart.
8. The Carts must be manufactured to achieve a minimum resin weight of 17 pounds minimum for a 35-gallon Cart, 24 pounds minimum for a 64-gallon Cart and 30 pounds minimum for a 96-gallon Cart.
9. The carts must have a nominal wall thickness of 0.15" throughout the body of the cart, and a minimum wall thickness of 0.18" in the critical wear points (i.e., the Cart bottom, handle and lift mechanism.) The minimum wall thickness of the lid must be 0.14".
10. The upper rim of each Cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during Collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.
11. Each Cart must be equipped with a minimum of one handle with a minimum of 1" diameter. The handle(s) and handle mounts must be an integrally molded part of the Cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted- on handle mounts or bolted-on handles are unacceptable.

12. The lid shall be of one-piece construction and manufactured of the same material used in the Cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the Cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270-degree arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.
13. The bottom of the Cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.
14. Wheels for the 35-gallon and 64-gallon Carts shall be a minimum of 10" diameter. Wheels for the 96-gallon Cart shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.
15. The axle for the 35-gallon Cart must be a minimum of 5/8" diameter. The axle for the 64-gallon and 96-gallon Carts shall be a minimum 3/4" diameter. All axles shall be zinc chromatic plated or powder coated equivalent, solid high strength steel, and two molded-in plastic journals in the Cart bottom and must not be exposed to the contents inside of the Cart. Each molded-in axle must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.
16. Each Cart shall be stable and self-balancing when in the upright position, either loaded or empty. The Cart must be designed to withstand winds averaging 25 mph when empty.
17. Each Cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully automated arm lifters. The upper lift point must be integrally molded into the body of the Cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachments.
18. The color will be selected by the Township at the time of Contract Award from the standard colors available from the manufacturer. Surface treatments, painted or spray-on finishes that are not homogeneous are not acceptable.
19. The interior surface of each Cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the Cart could become trapped.
20. The Cart is available through the Pennsylvania COSTARS cooperative purchasing program and meets the minimum features, standards and performance requirements, including the ANSI standards, the Cart RFID and bar code integration mandated and the Cart warranty requirements is acceptable. If a Cart that differs from these Specifications or is not available through the Pennsylvania COSTARS program is being proposed, the Contractor must submit with its Bid a complete description and/or list of the differences from these Specifications. The Township reserves the right to reject any Cart that it deems unacceptable for its Automated Collection program.

D. **Cart Markings:**

1. Each Cart must have a serial number hot stamped in white on the body. Adhesive or sticker serial number bar codes are not acceptable. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designed by the Township. The Bidder shall maintain a file that identifies the date of manufacture by the serial number.
2. Instruction for the safe use of the Cart must be molded into each lid.
3. The load rating of the Cart must be raised-relief molded into the lid.

E. **Cart RFID and Bar Code Integration:**

1. Each Cart must be produced and shipped with a bar code and an Ultra High Frequency (UHF) RFID tag that have been pre-associated at the manufacturing facility. The UHF RFID shall be installed within the Cart body, preferably the handle, at the factory and have no exposure to the outside elements.
2. The bar code must contain an 8–9-digit serial number that has been branded on the front of the Cart. The serial number bar code must be the same number that is used to identify the Cart for warranty purposes. Adhesive or sticker RFID tags and /or bar codes are not acceptable. To avoid interference with the Cart contents/materials, RFID tags placed inside of the Cart are unacceptable.
3. It shall be the responsibility of the Cart Manufacturer to provide and maintain a data base for the Township which includes the association information. The data base must include each Cart's RFID tag, serial number, date of manufacture, Cart size and Cart type. The manufacturer shall maintain this data base for the life of the Contract and provide additional association information for future Cart purchases. The Township may at any time request this information and the Bidder must provide the information within two (2) business days of the request.
4. The RFID inlay must be passive UHF and have an optional operating frequency of 860-960 MHz and have an operating temperature of -40 F to +149 F. The dry inlay must meet ISO/IEC 18000-6C and EPC global CIG2 protocol. The antenna dimensions must not exceed 3.741 in. x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester material using a heavy duty and permanent adhesive.
5. The RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.

F. **Cart Data Integration:**

1. The Contractor is responsible for migrating manufacturing data directly from the Cart manufacturing facility to the asset management software that shall be provided by the Contractor to the Township. The data included in the specified file format from the manufacturer must include information on each individual Cart, including but not limited to, Cart size, color, type, serial number, RFID value, date of manufacture and plant of manufacture.
2. The Contractor must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the FRID Data capture delivery systems provided by the Contractor for collection data reporting.
3. Collection data reporting may be required to be added to the Collection vehicle. In order to assist the Township with its decision concerning implementation of collection data reporting, the Contractor shall set **forth in its Bid** the cost of this hardware per Collection vehicle.

G. **Cart Work Order Management and Reporting System:**

1. As part of the Collection process and throughout the term of the Contract, the Contractor shall provide asset and work order management services via web-based software.
2. The software must be web based. Access to this software must be 24/7/365. The only elements required for this software is a web browser and live internet access. There must be customizable tiered levels of security access.
3. The software must manage the initial Cart delivery, any work orders generated and/or completed, and any additional information changes made during the term of Contract. The data will be monitored daily to ensure accuracy and consistency in reporting.
4. The software must have the ability to generate reports daily, weekly, or monthly based on Cart activity, such as inventory reports, maintenance reports, and any other requested by the Township. Reports should be able to be viewed in PDF format or downloaded in an Excel format.
5. The asset tracking software must have the ability to enter work orders, close out work orders, run work order reports, run inventory reports, access and enter data, adjust inventory, and run collection tracking reports.

H. **Cart Assembly, Distribution and Tracking Services:**

1. The Contractor shall be responsible for coordinating the delivery of Carts from the manufacturing plant, unloading loads of Carts, assembling necessary part, and distributing the Carts to homes throughout the Township. To accomplish this function, the Contractor must provide a qualified assembly and distribution staff. The Contractor shall **submit a statement with its Bid** identifying who will be undertaking the actual assembly and distribution of the Carts: the Contractor using its own employees or a

subcontractor retained by the Contractor. If a subcontractor is being used, that subcontractor must be identified. The Contractor shall also provide supervisory level full-time employees of the Contractor to work directly with the Township to solve any problems resulting from distribution while distribution is in progress.

2. The Contractor shall be responsible for the unloading of all delivery trailers. Any damage to the Carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.
3. The Carts shall be assembled and placed at the curb in front of each Residential Unit no later than ten (10) calendar days prior to the inception of Automated Collection service. The Carts shall be issued to the Residential Unit according to the size indicated in the schedule prepared by the Township/Hauler. Each Cart not assembled and delivered by the stipulated time will result in the imposition of liquidated damages in the amount of \$5.00 from escrow account.
4. Each Cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the Carts.
5. The Contractor will record the Cart serial number and RFID tag for each and every address where the Carts are delivered. The Contractor shall keep an electronic file of the address assignments of Carts by serial and RFID tag number and present it to the Township in an acceptable electronic format upon completion of the delivery. The Contractor cannot use the RFID tag as a means of associating a Cart to a specific address during the delivery process as accurate data capture is a vital component to the successful creation of the initial delivery database to implement automated RFID collection data tacking Verification of a specific Cart being associated to a specific address is required. Barcode technology for scanning an accurate asset to an address is one methodology that is acceptable. Manual written down serial numbers and Carts associated by RFID tags only for delivery purposes are not acceptable.
6. The Contractor shall provide an electronic tracking system where the Township can track the progress of Cart distribution services. The tracking system shall be web based and the Township shall be provided with access to reports detailing delivery of Carts by address each day. The reports shall be as real time as possible. A one (1) day lag in report data shall be acceptable. The reports shall detail addresses delivered with associated Cart size, serial number and if required, RFID tag number. The Contractor shall also provide a web-based program where the Township can investigate specific Cart serial numbers and/or addresses upon request to see what Cart was delivered during rollout. Information must be made available in this system with 24 hours of delivery.
7. All distribution services shall start no earlier than 6AM and end no later than 8PM Monday – Saturday.
8. The Contractor shall immediately clean up and remove any materials dropped on the roadway or sidewalks during the process of assembly and distribution.

9. The Township shall be responsible for providing a staging area for the receipt and assembly of the Carts. The area shall be flat, paved, accessible by tractor trailer, have the space to accommodate a parked tractor trailer, and sufficient area to receive a second tractor trailer. In addition, the staging area shall also have sufficient work space for the assembly of the Carts in the immediate vicinity of the tractor trailers.

I. Cart Management, Maintenance and Repair:

1. The Contractor shall be responsible for managing the Cart program, to include maintenance and repair. The Contractor must have storage capacity sufficient to handle the inventory of Carts and Lids for this Contract prior to the initiation of service and also for replacement inventory during the term of the Contract. The Contractor shall monitor the storage area to ensure that sufficient inventory is always available for delivery and replacement and shall report the status of the inventory to the Township on a quarterly basis.
2. Cart maintenance will be the sole responsibility of the Contractor with each Cart being properly maintained and kept in working order. The Contractor will be responsible for both the repair of damaged Carts and their components, and replacement of Carts, if necessary, from the established inventory. If the Cart is covered under warranty, there shall be no charge for either the repair or replacement. If the Cart is not covered under warranty, the Contractor may invoice the resident for the repair and/or replacement if that replacement is made from the Contractor's own inventory.
3. The Contractor shall repair all Carts at the Residential Unit and all Carts in need of repair shall be repaired with new parts. Plastic welding is not permitted.
4. Cart service actions shall be completed with five (5) working days from the initial request date.
5. The Contractor must use web-based asset and inventory tracking software that the Township can assess at any time.
6. Each Cart action shall be tracked using the bar code and RFID tag in the Cart. The captured data from all Cart deliveries, exchanges, repairs or any Cart maintenance transactions must be electronically transferred into the web-based asset and inventory tracking software, which must be accessible to the Township any time.
7. The Township may generate a service work order and submit it electronically to the Contractor for processing. The Contractor must be able to receive these work orders electronically into its web-based asset and inventory tracking system. Both the Contractor and the Township must have the ability to enter work orders online through this system.

8. Completion of work orders shall be documented using the Cart bar code and RFID tag, household address, date, and time the work is completed.

J. **Cart Warranty:**

1. The complete Cart and all of its sub-parts must be warranted 100% for a period of no less than ten (10) years from the date of installation at the Residential Unit. The warranty must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for the warranty period. The warranty must include and cover the following:
 - a. Failure of the lid to prevent rain water from entering into the Cart when the lid is in a closed position.
 - b. Damage to the Cart body, lid, or any components parts through opening or closing the lid.
 - c. Failure of the lower lift bar from damage during interface with lifters.
 - d. Failure of the body and lid to maintain their original shape.
 - e. Damage or cracking of the Cart body through normal operating conditions.
 - f. Failure of the wheels to provide continuous, easy mobility, as originally designed.
 - h. Failure of any part to conform to the minimum standards as specified herein.
2. The Contractor shall **submit with its Bid** a specimen copy of the exact warranty that will be applicable to the Carts.

K. **Final Ownership:**

At the end of the Contract term, all Carts and lids installed at Residential Units, provided by the Contractor, shall become property of the account holder.

L. **Placement of Carts for Automated Collection:**

1. Garbage, Rubbish, Residential Refuse, Recyclable Items and/or Yard Waste shall be placed in Carts. The Contractor shall collect Carts placed as follows:
 - a. From Residential Units with level planting strips, in the planting strip or driveway within three (3) feet of the curb;

- b. From Residential Units with sidewalks but not planting strips, on the owner's property, within three (3) feet of the sidewalk, if level;
- c. When the foregoing locations slope at a grade making placement of a Cart difficult, the nearest reasonable level area; and
- d. If the Residential Unit has no sidewalk or planting strip and dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the Resident and convenient to the Contractor's equipment.
- e. The front of the Cart shall face the street. The Cart shall be placed at least five (5) from a mailbox or any other permanent standard such as a decorative light pole and at least two (2) feet from a bag, vehicle, tree, shrub or other Cart.

M. Pick-Up Truck Collection:

In those locations where these specifications mandate that the Contractor provide Collection by use of a pick-up truck or smaller Collection vehicle, as appropriate, to provide the required service, and those locations that do not permit Automated Collection, the Contractor shall retain the Collection service by use of a pick-up truck or smaller Collection vehicle, as appropriate, to provide that required service.

N. Excess Garbage, Rubbish, Residential Refuse or Recyclables:

1. The Contractor is not responsible for collecting Carts weighing in excess of the automated cart tipper's manufacturer's recommended maximum capacity. Such overweight Carts shall be left behind with proper notification by the driver. In addition, Garbage, Rubbish, Residential Refuse, Recyclables or Yard Waste piled excessively above the rim of the Cart, which may spill while tipping, shall be left behind with proper notification by the driver. If the Cart is overweight or piled excessively above the rim to that the lid will not close securely on the Cart and will create spillage upon Collection, the Contractor's employee shall affix one part of a sequentially numbered adhesive carbonless non-Collection notice to such Cart containing overweight or excess Garbage, Rubbish, Residential Refuse, Recyclables or yard Waste. The notice, which shall be approved by the Township, shall explain why the Cart was rejected and instruct the resident how to contact the Contractor for instructions as to how to correct the problem and to arrange for Collection. The Contractor shall retain the other part of the carbonless notice. Failure to leave the required notice may be deemed by the Manager, and/or his authorized agent, as a missed Collection.
2. Residents that have been given notice of overweight or excess Garbage, Rubbish, Residential Refuse, Recyclables or Yard Waste shall be placed on an Exception List. The Contractor shall transcribe this information on a daily basis into a format approved by the Township or such other format as subsequently agreed to by mutual agreement. The

information shall include the address and reason for each rejection. The information shall be transmitted to the Township on a daily basis. Failure of the Contractor to provide this information daily may result in the imposition of a \$25.00 penalty from escrow for each Residential Unit not identified.

- 3 Residents may place for Collection if needed, multiple Carts for any component of Solid Waste, i.e., more than one Cart for Garbage, Rubbish and Residential Refuse, more than one Cart for Recyclables, and/or more than one Cart for Yard Waste, and any such multiple Cart placements shall be collected, removed, and disposed of as part of the normal Collection. The Township will monitor and determine, in its sole discretion, the need for multiple Carts at a Residential Unit.
4. The Contractor shall continue to collect Bulky Waste. There shall be no extra charge for this Collection.

O. **Collection Equipment:**

Since Automated Collection is only a different method of collecting Garbage, Rubbish, Residential Refuse and Recyclable Items, the requirements and submissions required with the Contractor's Bid must be made for Automated Collection equipment if the Township selects the Automated Collection method for Garbage, Rubbish, Residential Refuse, Recyclable Items and/or Yard Waste. Failure to have any or all of the equipment in place by the inception of Automatic Collection service will result in the imposition of liquidation damages in the amount of \$300.00 per day.

P. **Cart Exchange:**

A Resident shall not be permitted to exchange a Cart for a different size within the first sixty (60) calendar days from date of delivery of the Cart to the Residential Unit. After that time but no more than twelve (12) months from the date of delivery the Resident shall be permitted to exchange the Cart for a different size without cost; after twelve (12) months, the Resident will pay a fee of \$10.00 to the Contractor to exchange a Cart. If the Resident requests the exchange of a Cart for a different size, that exchange shall be made within five (5) working days of the Contractor's receipt of the request if the request is made within the first twelve (12) months as described above, or within five (5) working days after the Contractor receives the fee for the exchange if the request is made more than twelve (12) months from date of delivery. The Resident may make the request by telephone, fax, mail or email.

III **CONTRACT PRICE**

The Township invites interested collectors to make proposals upon the basis set forth below for residential customers. The rates quoted for the Contract Period shall be firm prices from **January 1, 2022, through December 31, 2025**, without variable increase. Bid price is a firm and total price for services and there are no added costs for any reason, unless identified in this agreement. The interested collector should also propose a stated fixed rate which will be a firm price from **January 1, 2022, through December 31, 2022, another**

proposed stated fixed rate which will be a firm price from January 1, 2023, through December 31, 2023, another proposed stated fixed rate which will be a firm price from January 1, 2024, through December 31, 2024, and an additional stated fixed amount which will be a firm price from January 1, 2025, through December 31, 2025, with an optional fifth year contract price included for 2026. Bids will be evaluated on the first four (4) years, excluding the optional fifth (5) year.

It is specifically understood that the firm bid prices will include collection, transportation, processing, and any associated tipping or gate fees.

- A. With regard to residential dwellings which shall include all residential structures housing four (4) or fewer residential units, the collector shall make a proposal upon the basis of a monthly fee per residential unit. Bids shall contemplate **an unlimited number** of standard garbage bags for the weekly collection of solid waste, collection of bulky waste, and **weekly** collection of recyclable materials from all residential units at the fixed bid price. In addition, collector's proposal shall include yard waste pick up on a minimum of six (6) designated weeks, to be determined by the Township, of each year wherein the residential customer shall utilize appropriate biodegradable bags to be picked up by the collector. The proposal is to include a Household Hazardous Waste Collection program.
- B. **It is expressly understood that the bid shall include the pick-up of bulky items. Each resident will be permitted to dispose of one bulk item a month at the curb at a designated week each month. Residents may arrange for a special pick-up of multiple bulk items from the hauler.**
- C. With regard to all other customers, interested collectors shall make proposals based upon the following schedule:
 - 1. Commercial customers utilizing five (5) 35-gallon standard garbage bags collected one (1) time per week shall be charged the same rate as a single residential unit and shall include recycling at no additional charge. Pick up service for these customers will be provided by the residential hauler.
- D. With regard to senior citizen residential accounts, interested collectors shall make a separate proposal based upon a fixed price per bag of solid waste and collection of recyclable materials and a proposal based on a senior discounted monthly rate. The proposal should include in the bid price the Household Hazardous Waste Collection Program. Any person who elects to proceed under senior citizen discount must provide sufficient proof that he/she is sixty-five (65) years of age or older and is the head of the household in which he/she resides. The collector shall offer stickers for sale to residents over the age of sixty-five (65), at a Township location determined by the collector. A minimum of two stickers per month with a purchase of 24 yearly for senior sticker accounts is required.
- E. Residents who temporarily leave their permanent residence in the Township for two (2) or more months per year shall be permitted by the Contractor to suspend collection services temporarily. Requests for this exception must be made to the Contractor by the resident at least fifteen (15) days prior to the requested date to stop service and must include a return start-up date. Customers must strictly adhere to the fifteen (15) days advance request in order to exercise this privilege.
- F. Grass is also considered to be solid waste and may be included with regular garbage.

- G. Interested collectors shall also make a separate proposal based upon a fixed monthly charge, in addition to the regular residential rate for door pick up when such service is elected by the customer and the door is not greater than 125 feet from the front street.

IV GENERAL CONDITIONS

- A. In such circumstances as determined by the Township, the resident may obtain NHT's official recycling bins at the North Huntingdon Township Townhouse. At the present time, the Township has designated two (2) blue plastic bins per household.
- B. The collector shall be responsible for billing the customers on a quarterly basis and/or yearly basis collecting the fees charged under the terms of this contract. **The due date for each quarterly billing must be clearly noted on the invoice and can be no earlier than midway in a quarter.** Those who opt to pay on an annual basis must remit payment within the first quarter. **A 2% discount shall be given to those residents that choose to pay all fees on an annual basis and it shall be clearly noted on the first bill of the New Year.**
- C. For all residential structures to include single-family, duplex and multi-unit rental properties where the units accumulate solid waste and recyclable materials individually, the Collector shall bill the owners of the real property who shall be responsible for payment of the account(s). The Collector shall bill the owner at the fixed residential rate for each unit. If residential structures accumulate solid waste and recyclable materials at a common site for all units, these locations are considered nonresidential accounts.
- D. The collector shall be entitled to charge a late payment interest charge of 6% yearly for accounts 30 days past due. Daily charges at this rate can accrue after 30 days. The collector shall be entitled to file an Action at Law to collect any unpaid service charges. However, with regard to residential customers, the collector shall continue to pick up and remove the solid waste and recyclable materials from any account that is delinquent. Nothing herein can excuse or exempt the collector from collecting and disposing of all solid waste and recyclable materials from residential accounts within NHT. NHT has the right and ability to bring any action in law or equity against any property owner or resident for the failure to comply with the requirements of any Township ordinance. NHT may actively seek the enforcement of its Solid Waste and Recycling Resolutions and Ordinances by the bringing of summary charges upon notification from the Collector of the failure of any customer to comply with said Resolutions or Ordinances.
- E. In the event any customer is placing unacceptable, non-recyclable materials in the specifically designated container for recyclable materials, the collector shall deliver a pre-printed 3"x5" card to the property owners explaining that the co-mingling of recyclable and non-recyclable materials is not acceptable. The Township must approve the wording on said card. There are no added fees or penalties for any nonrecycling materials collected.
- F. Collector shall be required to pick up, as needed, all Township containers, dumpsters and other refuse and garbage containers of refuse materials at these specific locations: NHT Municipal Building, NHT Road Garage, NHT Parks Maintenance Building at Oak Hollow Park, Indian Lake, all other municipal owned locations, seven (7) Fire Departments and Rescue 8/Canteen 9. Said collection shall be without cost to the Township. This provision applies to the collection of both solid waste and recyclables. There are no added fees or penalties for contaminated recycling locations or events.

- H. The collector will be responsible for the pick-up of leaf waste and/or yard waste from all single and multi-unit dwellings. Leaf and/or yard waste is defined as leaves, garden residues, shrubbery, tree trimmings and similar materials. Grass clippings are not recyclable and should be disposed of as solid waste. The collector shall schedule six (6) specific weeks, to be determined by the Township, of each year for the collection of yard waste throughout the Township. Residential customers shall make yard waste available in biodegradable bags to be collected by the collector. Customers will be responsible for purchasing the required biodegradable bags. Collection will occur on the regular trash pick-up day.
- H. The Township reserves the right to require the installation of up to six (6) dumpsters for the purpose of collecting recyclable materials at no charge to the Township or the host property owner. There are no added fees or penalties for contaminated recycling locations or events.
- I. The collector shall provide accurate yearly waste stream figures, including copies of all weight slips and/or sales slips, as required by the provisions of Act 101 of 1988.
- J. The collector shall have the duty to log all complaints and report the same to the Township Manager on a monthly basis. Said log shall include the name, address, and telephone number of the complainant, the nature of the complaint and the disposition thereof.
- K. The Board of Commissioners of North Huntingdon Township, or their designated agent, shall, at any time after reasonable notice is given to the Collector, have the right to examine the Collector's books, accounts and other records regarding the collection of solid waste and recyclable material in the Township of North Huntingdon. Such examination may be for the purpose of obtaining information and data required for the completion of any reports required by or of the Township of North Huntingdon. The purpose of requiring access to books and records is to provide the Township access to those sources which may be necessary to ensure contract compliance and to allow the completion of any and all reports and forms as may be required by or of the Township of North Huntingdon. Further, within six (6) months from the date of contract and annually thereafter, the Collector shall provide to the Township complete account records including customer name, mailing address, and payment status in the form of a computer database utilizing Windows based software or such other computer format as the parties may hereafter agree.
- L. Collector shall be responsible for meeting all requirements of the Pennsylvania Waste Planning Recycling and Waste Reduction Act 101 of 1988 and all ordinances and resolutions of NHT pertaining to the collection of solid waste, and the disposal, recycling and reduction of said material.
- M. The collector must own and have in operable condition with current operating license and approved certificate of inspection, both issued by the Commonwealth of Pennsylvania prior to submission of bid, a minimum of two (2) trucks, equipped with devices or equivalent type of closed bodies and enclosed cargo space, necessary to the collection and recycling of solid waste. The collector shall submit to the Township of North Huntingdon copies of approved certificates of inspection, copies of current licenses, proofs of compliance with the Federal Highway Administration Standards for Drug and Alcohol Testing for CDL drivers, and notify the Township of any revocations or loss of CDL licenses.

- N. All trucks used in the collection of any materials pursuant to the contract awarded hereunder shall have the name of the collector clearly legible on both sides.
- O. The collector shall have sufficient employees at all times in order to render adequate service and shall keep and maintain all trucks in good repair and condition. All trucks shall be kept in a clean and sanitary condition.
- P. Residential collection of solid waste and recyclable materials, and collection of commercial units within residential areas (as defined by the Township of North Huntingdon), shall not begin prior to 6:00 A.M. and shall stop no later than 6:00 P.M. Residential collection service shall not be permitted on Sundays.
- Q. The collector shall indemnify and save the Township harmless from all liability imposed upon it by law and arising out of the collection, removal and disposal of solid waste and the collection, removal and recycling of recyclable materials.
- R. The collector shall, at his expense, obtain and keep in force a policy or policies of insurance insuring himself, his agents, employees and servants against all liability arising out of the collection, removal and disposal of solid waste and recyclable materials and the ownership, maintenance or use of any landfill provided by the collector, which policy or policies shall provide for the coverage of the payment of bodily injury in an amount of not less than One Million (\$1,000,000.00) Dollars for each accident and property damage of not less than Five Hundred Thousand (\$500,000.00) Dollars for each accident. The collector shall cause a certificate to be issued to the Township showing that such policy or policies are in force and effect. The collector shall indemnify and hold the Township harmless from any and all claims with respect to the collection, removal and disposal of solid waste.
- S. The collector will comply with the Workers' Compensation laws of the Commonwealth of Pennsylvania and will, at the collector's expense, procure such insurance as shall be necessary and adequate to cover and protect all his employees engaged in the collection, removal and disposal of recyclable items. A copy of said policy shall be furnished to the Township upon demand, as well as any subsequent renewals of said policy during the contract period.
- T. The Agreement shall not be transferred, set over or assigned without the written consent of the Board of Commissioners first being obtained. The rights, duties, and obligations set forth under the terms of the Agreement may, however, be subcontracted to any other hauler or haulers so long as the collector shall provide to the Township specific written notice of those hauler or haulers to whom obligations are being subcontracted and the areas in which that hauler or haulers shall be operating, and the Township of North Huntingdon shall provide written approval and said approval shall not be unreasonably withheld.
- U. The successful bidder will be required to submit to the North Huntingdon Township Manager a collection schedule by the **1st day of December, 2021**. This schedule shall include a listing of all NHT streets and their corresponding pick-up days for the collection of solid waste and the **weekly** collection of recyclable materials. The successful bidder shall also be required to deliver a written notice to all residents informing them of their scheduled day of pick up and shall also be required to insert the same pick-up schedule into three (3) local newspapers, The Tribune Review, The Daily News and the Norwin Star, on not less than three (3) consecutive days, at least two (2) weeks prior to the effective date of the Contract Period, and then again one (1) week prior to the effective date of the Contract Period.

- V. The owner(s) of private road(s) shall sign a waiver of damages provided by the contractor holding harmless the Township and Contractor for any damage that may occur on the private road(s) in the course of Garbage, Yard Waste and Recyclables collection. In the event such a waiver is not signed by the owner(s) of the private road, the owner(s) shall take their Garbage, Yard Waste and Recyclables to the curb of the nearest public street for collection. The format for said waiver shall be submitted to the respective municipality forty-five (45) days prior to commencement of the contract. North Huntingdon Township estimates approximately 30 private roads.

Upon request by the Township, the Contractor shall provide a small truck for the collection bags and bins containing Garbage and Recyclables on private roads where it has been determined by the Township that a larger vehicle may cause roadway damage. Residents on private roads that require a small truck for collection service shall be required to place yard waste or composting bags at the curb of the nearest public street for collection.

In the event that a holiday will cause a change in the regular pick-up day of either solid waste and recyclable materials, it is understood that the collector or his subcontractor or subcontractors will advance the schedule one (1) day, i.e., if the holiday is on a Monday, then Monday's pick up will be on a Tuesday, and so forth during the week, with the understanding that all pick up must be completed that week and not carry-over to the next week.

- W. The Township shall have the ability to fine the selected collector \$25.00 for each missed pick up occurrence per address. Further the Contractor will be assessed fines and penalties as follows for nonperformance under this contract, regardless of reason. Additionally, if the Contractor does not fulfill any contractual responsibility, the Township, at its own discretion, can take measures to remedy any situation created by the Contractor and invoice the Contractor for time and material costs.

The Contractor's service staff must maintain a professional demeanor when responding to citizen inquiries and complaint. Lack of professionalism, i.e., hanging up on a customer, talking to them in a demeaning or discourteous manner, will result in a penalty.

X. **Non-performance Activity** **Penalty for Each Incident**

1. Each violation of safety rule or procedure - \$100.00
2. Incomplete collection of daily routes. (When five (5) or more homes on a given street or route are not collected) \$10.00 for each house not collected – Plus \$250.00
3. Each missed customer (unless remedied by the end of the next business day) - \$10.00
4. Garbage liquid/effluent spillage onto Township Streets - \$250.00
5. Spillage of petroleum and/or related products onto Township streets up to \$1,000.00 depending on severity.
6. Failing to properly tag and identify the reason why a resident's refuse/recyclables were not collected - \$10.00
7. Failing to empty any or all of the dumpsters listed in the specifications on the specified days and at the specified times designated by the Township - \$200.00
8. Blocking a driveway or not returning empty cans where homeowner placed them originally - \$10.00

9. Failing to wear prescribed uniform or safety gear - \$100.00
10. Discourteous service/unprofessional conduct - \$100.00
11. Improper / inaccurate billings or charges - \$50
12. Automated activities as per specifications

Y. **Uniforms:**

The Contractor's employees must be properly dressed at all times and include the refuse Contractor's company name. A visible arm patch with the Contractor's logo would satisfy this requirement. Additionally, each worker whose job it is to physically collect the refuse/recyclables must wear a safety vest or equivalent clothing at all times.

Z. **Contractor's Escrow Account:**

The successful bidder must establish a cash escrow account in the amount of **\$10,000.00** with the Township. The Township will withdraw from this account any and all fines permitted by the specifications for non-performance. The Contractor must fully replenish the account if the balance falls below **\$2,500.00**.

- AA. The contractor warrants that all motor vehicles and equipment used by the contractor in North Huntingdon Township shall be in such condition to pass any and all Federal, State and Local regulations for traffic safety.

V OTHER CONTRACT TERMS

SERVICE DISRUPTIONS DUE TO WEATHER:

When snow and/or ice prevent collection on the scheduled day, the Contractor shall make collection on the next weekday. If such conditions continue for an entire week or more, the Contract 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. On that day, the Contractor shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection containers have been filled. The Contractor shall notify the Township as soon as possible of any non-collection days due to snow and/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, the Contractor shall not be paid if 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, the Township shall elect one of the following:

- A. These failures will be considered non-collections and the Township shall deduct \$250 from the Contractor's regular monthly payment for each individual collection route which is not fully collected that day.
- B. These failures will be considered non-collections and the Township shall penalize the Contractor \$250 for each individual collection route which is not fully collected on that day.
- C. These failures during the January schedule for Holiday Tree Collection will be considered non-collections and the Township shall penalize the Contractor \$250 for each individual collection route which is not fully collected on that day.

IDEMNITY

- A. It is also agreed that the collector shall be responsible for any loss, personal injury, death, or other damage that may be done to or suffered by any employees of the collector or any other persons in connections with the operations to be carried out pursuant to this contract and shall indemnify and hold the Township of North Huntingdon and any of its officers, agents or servants harmless against any claims for such loss, injury, death, or other damages, including causes of loss, injury and damage for which either or both of the parties hereto may or shall be liable.
- B. Any person or persons under the direction or control of the collector or his agents or servants, or any person or persons performing the duties of the collector which arise pursuant to these specifications or the contract, shall be deemed to be employees of the collector.

INSURANCE

The successful bidder shall, within ten (10) days after receipt of notification that the contract has been awarded, furnish certificates evidencing proof of all insurances required under the conditions set forth in these bid specifications. The Township shall also be furnished with updates/changes and renewals to said policies throughout the contract period.

TERMS OF CONTRACT

The term of the contract shall be for the period beginning **January 1, 2022**, and concluding on **December 31, 2025**, for a four-year pricing plan, with a mutually agreed option of a fifth year, as indicated by the Township in its notification of the bid award.

ADDITION OR DELETION OF A RECYCLABLE MATERIAL

A ninety (90)-day notification will be given to the collector with reference to an addition or deletion of a recyclable material.

REVENUES GENERATED FROM RECYCLABLES

All revenues generated from the resale of recyclable materials shall be retained in full by the collector with no portion thereof being paid over to the Township of North Huntingdon. Each quarter, however, a statement showing the weights of each item being recycled, along with weigh slips verifying such resale shall be submitted to the Township Manager. Said statement shall include a breakdown of the monies collected from the resale of the recyclable items. The report will be due on the tenth (10) day of the month following the sale of the items.

TELEPHONE COMMUNICATION/HOURS OF OPERATION

The Collector shall maintain a telephone or telephones sufficient to provide a local or toll-free number to the Township of North Huntingdon with personnel available to answer calls from customers at all times between the hours of 8:00 A.M. to 5:00 P.M., prevailing time, Monday through Friday.

SECURITY FOR BID

Each bid shall be accompanied by a Bid Bond in the amount of **Ten Thousand (\$10,000.00) Dollars** for the initial contract year payable to the Township of North Huntingdon, with good and sufficient surety. Bonds of unsuccessful bidders will be promptly returned. The bid bond of the successful bidder will be held until the

collector executes the contract documents, files the necessary insurance certificates, and otherwise performs as agreed.

PERFORMANCE BOND

The collector shall, within twenty (20) calendar days after receipt of notice that the contract has been awarded, file with the Township Manager a Performance Bond with a surety licensed to do business in the State of Pennsylvania and acceptable to the Township of North Huntingdon in the amount of **One Million (\$1,000,000.00) Dollars**.

LABOR AND EQUIPMENT

All labor and equipment of every kind necessary to carry out the provisions of these specifications shall be furnished by, and at the expense of, the collector. The Collector shall provide a sufficient number of trucks to make all collections in accordance with published and distributed schedules. The trucks must be available for inspection and by the Township.

ASSIGNMENT

Any contract or contract options which arise pursuant to proposals submitted in accordance with these specifications shall not be assigned, sold, transferred, or set over to any other person or persons, firm or firms, corporation or corporations, without the written consent of the Township of North Huntingdon.

The successful bidder may, however, subcontract with other haulers so long as written notification of those haulers and their areas of operation are provided to the Township of North Huntingdon. Such subcontracting is subject to the written approval of the Township of North Huntingdon and said approval shall not be unreasonably withheld. Further, any and all subcontractors must comply with all performance standards set forth herein. However, the successful bidder will be primarily responsible for the compliance by any subcontractor with all performance standards.

CONTRACTOR IN DEFAULT

Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the Township of North Huntingdon, who may thereupon obtain the necessary equipment, employ the necessary labor, and otherwise proceed to perform the work under the contract, or advertise and contract the work, all at the expense of the offending collector and his surety. In the event of an apparent default, the Township must provide written notice of same to the collector and allow for correction of the default within seven (7) days from the date thereof. It is understood that the General Rules of Reasonableness and Contract Law will be applied and that the Township of North Huntingdon does not anticipate the cancellation of a contract or the attachment of bond monies for routine problems or breakdowns which affect the ability of the collector to pick up solid waste and recyclable materials over a time frame of less than one (1) week. Further, it is understood and agreed that the collector will not be held to be in default in the event of any act of God or nature or force majeure which would interfere with the ability to collect such solid waste and recyclable materials.

LANDFILL AGREEMENT

Within twenty (20) days after the determination of the low bidder and the awarding of a contract hereunder, the collector shall provide to the Township an agreement with the landfill or landfills duly authorized and permitted under the regulations established by the Pennsylvania Department of Environmental Protection, and designated within the Solid Waste Management Plan adopted by Westmoreland County. Said agreement or agreements

should evidence the ability of the contractor to dispose of all solid waste collected throughout the contract period.

COMPLIANCE OF LAW

The collector shall comply with (a) Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act, Act 101 Of 1988 (as amended); (b) provisions of Pennsylvania Stat. Ann. Title 16 Section 5175 et seq., as amended, relating to the transportation and disposal of garbage; (c) with all applicable ordinances and resolutions of the Township of North Huntingdon; (d) with all applicable ordinances and resolutions of other municipalities (including the payment of all applicable fees and charges) through which the collector's trucks and equipment will travel; and (e) with all applicable rules, regulations and requirements of the County of Westmoreland, the Commonwealth of Pennsylvania, and the Federal Government. Each bidder must submit, with his bid, a certified copy of the authorization, which permits his method of recycling and disposal. The collector shall also comply with all provisions of the Solid Waste Management Plan as adopted by Westmoreland County, and must obtain a waste-hauling license from Westmoreland County.

REPORTS

The collector will be required to submit quarterly reports to the Township Manager not later than ten (10) days following the conclusion of each quarter. The report shall show the total weight in pounds of items picked up for that quarter for each category, (recyclables and solid waste) and shall include the individual weigh slips from the sale of recyclable materials. This information is to be used for statistical purposes by the Township of North Huntingdon and may be used to meet any requirements of the Pennsylvania Department of Environmental Resources, relating to Act 101 of 1988 (as amended). A report of annual activities is due by January 20th of each year, showing a breakdown on individual items collected from residential, commercial, municipal and institutional pickups.

EXECUTION OF AGREEMENT

The person, persons, firm or corporation to whom the contract is awarded shall file within twenty (20) days after receipt of notification that the contract has been awarded three (3) properly executed copies of the contract with the Township of North Huntingdon.

REJECTION OF ALL BIDS – WAIVER OF INFORMALITIES

The Township of North Huntingdon reserves the right at its option to reject any and all proposals and waive any and all technicalities, informalities, or other deviations from the proposal documents, and further reserves the right to modify any and all bid requirements which are set forth in the bidding and contract documents. Proposals shall hold firm and may not be withdrawn until sixty (60) days after the proposal opening date.

FORFEITURE OF BID BOND

If the successful bidder shall fail within the times and in the precise manner specified either to furnish the insurance certificates, to file the performance bond and labor and materials payment bond, or to execute and deliver the contract, the Township of North Huntingdon may, in addition to exercising any other rights or remedies otherwise available under applicable law, declare a forfeiture of the bid bond submitted with the bid and may re-advertise for proposals.

INSPECTION CONDITIONS

It is the bidder's responsibility to make a complete inspection of the Township of North Huntingdon so that he will be familiar with all conditions under which he makes a bid.

TRUCK OPERATION

The operator of the truck shall stay in or near the vehicle at all times during the collection process and shall locate the truck so that traffic is not disrupted or is blocked as little as possible. The operator of the truck shall report spills or leaks of oil, hydraulic fluid, paint, etc., to the Township as soon as possible.

SPECIAL PICK UPS

Special pick-ups may be arranged by the collector in instances where property owners or residents have such quantities of solid waste, recyclable materials, or bulky waste (including all materials other than those not permitted by law or excluded by the collector with approval from the Township) generated at the property location as to make collection impractical. Special pick-ups are beyond the scope of this agreement with the costs to be agreed upon between the resident and the hauler.

METHOD AND FREQUENCY OF COLLECTION

Each bidder shall submit his bid involving weekly collection of solid waste from residential structures, weekly collection of recyclable materials from residential structures, and cost-per-collection based upon size of container utilized from nonresidential structures.

MANDATORY PICKUP OF SOLID WASTE—NOTIFICATION OF NON-SUBSCRIBERS

The Township of North Huntingdon has adopted an ordinance that provides for the mandatory pickup of solid waste for all residential and non-residential units within the Township. The collector will be required to immediately notify the Township Manager of any units who are not contracting for solid waste pick up services.

DESIGNATION OF RECYCLABLE MATERIAL CONTAINER

At the present time, the Township of North Huntingdon has designated that **blue recyclable** containers be used to store the recyclable cans and plastic which are specifically for residential structures. The Township has further designated that dry newsprint be tied with twine and placed on top of the recycling container or placed into brown paper bags. If requested by a resident, it will be the sole responsibility of the collector to deliver to the resident the required container. The Township of North Huntingdon will supply the bins, and the cost for such bins will be the responsibility of the Township of North Huntingdon.

REPLACEMENT OF SOLID WASTE CONTAINERS AND RECYCLABLE CONTAINERS

The collector is required to instruct all employees that garbage cans and recycling containers, after being emptied, are to be placed upright in the same location as placed by the resident or customer prior to pick up. These containers are not to be tossed, or thrown, or placed in any other position.

CUSTOMER LIST

Not less than sixty (60) days prior to the end of the contract period, the collector shall turn over to the Township a complete listing of all customers, their addresses and the status of their accounts. At the conclusion of the Contract Period, any uncollected fees from any customer shall be and remain the sole and absolute property of the collector who may collect them pursuant to law as permitted under these specifications.

EXPERIENCE AND EQUIPMENT

The experience and equipment questionnaire attached hereto and made a part of these specifications and contract shall be filled out in detail and signed by the bidder and, as so complete, shall constitute a representation that the data contained therein is true and correct.

ACT 101 RECYCLING COMPLIANCE

The Township and collector acknowledge the passage of the Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act, Act 101 of 1988.

The collector shall be responsible, during the length of the contract, to collect and remove any further items which may be designated as recoverable recyclable materials pursuant to Act 101. Further, the collector shall take whatever steps are necessary to ensure that the proper data is being provided to the Township for compliance with Act 101.

The collector acknowledges that, as required by the Municipal Waste Planning Recycling and Waste Reduction Act, curbside recycling pick up will be required of the collector pursuant to the Act.

EQUITABLE ADJUSTMENT

Throughout the life of this contract, the parties understand that the provisions of said contract may be affected by change or modification of existing laws, ordinances, resolutions, or executive actions which would result in a substantial change to the circumstances under which this contract is being awarded. In such an event, the parties seeking to claim a modification and adjustment to the contract provisions shall set forth, in writing, the nature of the adjustment desired, the cause for said adjustment, and all documentation in support of the claim for equitable adjustment. The other party shall then be afforded ninety (90) days to review and respond to said request. Any such adjustment must be approved by the Township. No unilateral changes can be implemented by the hauler.

ADVANCE PAYMENTS/REFUND

If a customer pays the collector in advance, either in whole or in part, and the customer later moves or otherwise changes residence, then said customer shall receive a pro rata refund from the collector.

DELINQUENCY PERIOD

If a resident neglect to submit payment, and the bill is ninety (90) days past due, the collector may refuse garbage pick-up for said resident upon approval of the Township. Upon this action, the Township will be informed and code enforcement actions will commence. This option must be approved by the Township and coordinated with code enforcement.

BID FORM

The bid form attached hereto and made a part of these specifications and contract shall be filled out in detail and signed by the bidder and, as so completed, shall constitute a representation that the data contained therein is true and correct.

DETERMINATION OF LOW BID

The determination of the low bidder for each contract area will be based upon a point system described below. The bidder receiving the largest number of total points will be adjudged the low bidder. Points for each contract phase and category will be awarded based upon the values of the competing bids.

The value of a bid is defined as: $\text{Value}_a = 1/\text{bid}_a$

For example, assuming three bids of: \$1.00, \$2.00 and \$4.00 and a total point of 100, the point awards are:

$$\text{Points}_x = \text{point}_{\text{total}} \times \text{Value}_x / (\text{Value}_a + \text{Value}_b + \text{Value}_c)$$

$$\text{Value}_a = 1/1 = 1.0; \text{Value}_b = 1/2 = 0.5; \text{Value}_c = 1/4 = 0.25$$

$$\text{Points}_a = 100 \times 1.0 / (1.0 + 0.5 + 0.25) = 57.1$$

$$\text{Points}_b = 100 \times 0.5 / (1.75) = 28.6$$

$$\text{Points}_c = 100 \times 0.25 / (1.75) = 14.3$$

For each one (1)-year contract phase, points will be awarded to each bidder for solid waste and recycling as follows:

MANUAL COLLECTION

	Phase 1	Phase 2	Phase 3	Phase 4	
Residential					
Fixed price/mo.	100	100	100	100	
Senior monthly discount rate	15	15	15	15	
Senior Citizen per bag rate	15	15	15	15	

AUTOMATED COLLECTION (OPTION)

	Phase 1	Phase 2	Phase 3	Phase 4	
Residential					
Fixed price/mo.	100	100	100	100	
Extra cart over first cart	10	10	10	10	
Senior Citizen Discount Rate	15	15	15	15	
Senior Citizen per bag rate	15	15	15	15	

Senior citizen automated rate assumes 65 gal waste cart and 35 gal recycling cart

Senior per bag rate includes manual waste bag collection and assumes 35 gal automated recycling collection

OFFICIAL BID FORM

In accordance with the specifications, each bidder shall submit its contract price bid on the following form. Failure to utilize and complete this form, including all required signatures, will result in the rejection of the proposal.

Name of Bidder: _____

Address: _____

Phone: _____

Contact Person: _____

If any prospective bidder has any questions on these specifications, the bid form, or the method of determining the low bidder, please contact Township Manager, Jeffrey F Silka, at 724-863-3806.

Failure to understand the bidding procedure will not be accepted by the Township of North Huntingdon as any type of excuses whatsoever and it is the bidder's sole and complete responsibility to understand and comply with the specifications for bidding. Therefore, under no circumstances whatsoever will a bidder be excused in any way or sense whatsoever on the basis that the bidder did not understand the specifications and bidder once again shall remain solely and completely responsible for understanding and complying with the specifications.

Name of Hauler

Signature

Date

NON-COLLUSION AFFIDAVIT

State of: _____ Contract/Bid No. _____

County of: _____

I state that I am _____ of _____
(Title) (Name of Firm)

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communications or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or 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. _____, its affiliates,
(Name of Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three 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 _____ understand and acknowledges that the
(Name of Firm)

above representations are material and important, and will be relied on by North Huntingdon 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 North Huntingdon Township of the true facts relating to the submission of bids for this contract.

Name and Title

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

Notary Public

My Commission Expires:

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. Sec. 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.

RESIDENTIAL – SOLID WASTE AND RECYCLING:

Bid price constitutes a fixed price per residential unit per month for the appropriate phase of the contract period for **unlimited** manual weekly collection of residential solid waste, **weekly** collection of recyclable materials and **monthly pickup of one bulk item**. Automated price is limited to the cart size so that waste fits in the cart. This bid price will also constitute the fixed price per month for collection of non-residential customers having five (5) or fewer standard 35-gallon garbage bags for solid waste, plus their recyclable materials. Collectors should be aware that there are approximately 13,000 + residential units of which approximately 2,000 are seniors.

The bid procedure sets forth the unlimited (manual) and limited (automated) use of the disposal of standard sized garbage bags per week. This provision further requires a submission of four (4) year contract pricing with a fifth-year option.

MANUAL COLLECTION

	1/1/22 to 12/31/22	1/1/23 to 12/31/23	1/1/24 to 12/31/24	1/1/25 to 12/31/25	1/1/26 to 12/31/26
Fixed price per unit, per month	\$	\$	\$	\$	\$
Senior monthly discount rate	\$	\$	\$	\$	\$
Senior sticker per bag rate	\$	\$	\$	\$	\$

AUTOMATED COLLECTION (OPTION)

	1/1/22 to 12/31/22	1/1/23 to 12/31/23	1/1/24 to 12/31/24	1/1/25 to 12/31/25	1/1/26 to 12/31/26
Fixed price per 96 gal cart/unit, per month	\$	\$	\$	\$	\$
Extra 96 gal Cart price in addition to 1 st cart	\$	\$	\$	\$	\$
Senior Discount Rate automated 64 gal waste/35 gal recycle	\$	\$	\$	\$	\$
Senior sticker bag manual /35-gal automated recycling	\$	\$	\$	\$	\$

Door Side Pick Up Accounts (manual):

Each bidder shall set forth a fixed price per month per residence, in addition to the cost of regular residential pick up, for the door side (within 125 feet of the front street) removal of garbage and recyclables:

	1/1/22 to 12/31/22	1/1/23 to 12/31/23	1/1/24 to 12/31/24	1/1/25 to 12/31/25	1/1/26 to 12/31/26
Fixed price per month (in addition to the regular residential cost)	\$	\$	\$	\$	\$

EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

Attached for completion.

The Township may reject any and all bids based on what the Township considers deficiencies in response to the Experience and Equipment Questionnaire. Additionally, the Township retains the right to further negotiate any provision of this agreement, or any additional provision, with bidders.

NON-COLLUSION AFFIDAVIT

Attached for completion.

Bids will be opened at 10:00 a.m., prevailing time, on September 2, 2021, at the North Huntingdon Township Town House, 11279 Center Highway, North Huntingdon, PA 15642.

Completed bids shall be submitted to the Township of North Huntingdon, 11279 Center Highway, North Huntingdon, PA 15642, prior to the specified bid opening time. All bids should be placed into a sealed envelope with the name of the project and bid opening date clearly marked on the face of the envelope.

EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

Mandatory questions: In Accordance with the specifications, each bidder shall answer the following questions. All questions MUST be answered or the proposal will not be accepted. Include attachments where applicable.

A. EQUIPMENT AND PERSONNEL

1. Name of Bidder: _____

2. Permanent Main Office Address and Phone Number:

3. Address & Telephone Number of Office Submitting Proposal:

4. Date When Organized: _____

5. Type of Organization: _____

6. If a Corporation, Date and State of Incorporation:

7. How many years have you been engaged in the refuse removal business under this present firm or trade name?

8. Please describe the collection equipment that you would operate in the Township of North Huntingdon under this contract. Please include year of manufacture, make, capacity, and description of condition.

- a. Will new collection equipment be purchased for this contract? _____
- b. Type of collection vehicle: _____
- c. Capacity: _____

9. Please provide the amount of insurance, type of insurance and insurance carrier providing insurance on your vehicles. Please provide the name and telephone number of a contract person with your insurance carrier.

10. Please describe the number of recycling vehicles and crew size that you would operate in the Township of North Huntingdon.

11. How many recycling vehicles do you own and operate and how would you handle an equipment breakdown on a vehicle assigned to the Township of North Huntingdon?

12. Please describe the number of solid waste collection vehicles and crew sizes that you would operate in the Township of North Huntingdon.

13. How many solid waste collection vehicles do you own and operate and how would you handle an equipment breakdown on a vehicle assigned to the Township of North Huntingdon?

14. With what personnel would you collect recyclable materials?

15. To what recycling plants or secondary market facilities would you transport recyclable materials, particularly, glass, bi-metallic cans, plastic and newsprint? (Unless otherwise mandated by the Township).

16. With what personnel would you collect solid waste? _____

17. To what solid waste disposal facilities would you transport solid waste being collected in the Township of North Huntingdon? _____

18. Are your personnel uniformed? _____

19. How do you staff for employee absences among collection crews? _____

20. In what municipalities do you have collection contracts for solid waste and/or recyclable materials? Please name the municipality along with the names and telephone numbers of the Chief Elected and Appointed Officials.

21. Has your company, or any of its officers, been the subject of legal action during the past seven (7) years? If so, please indicate the nature of the action, the identity of the plaintiff, and the disposition of the action.

22. Please give the name, address and telephone number of the surety (bonding) company, which agrees to furnish you with a performance bond. _____

23. Please specify any and all items that are not eligible for pick up as regular garbage or refuse, or as a special or bulky item pick up. _____

24. Have you ever defaulted on a contract or been put on notice of contract default? If so, please describe the circumstances involving the default or alleged default, including the organization's name and date of default claim. _____

COMPLAINT HANDLING

1. Please provide the names, job titles and telephone numbers of your employees who have the authority and responsibility to deal with citizen complaints.

2. How would you respond to a citizen complaint or a referral from the Township regarding a missed collection? _____

3. How would you respond to a citizen complaint, or referral, regarding incomplete or careless collection work? _____

Date: _____ Signature: _____

Please Print Name: _____

Title: _____

SIGNATURES:

The foregoing constitutes the proposed contract price of this bidder. This bidder also understands and acknowledges that all other information that may be required under the bid specifications must be submitted to create a valid proposal.

Date: _____ Signature: _____

Please Print Name: _____

Title: _____

Memorandum

To: Board of Commissioners



Date: August 6, 2021

From: Jeffrey F. Silka, Township Manager 

RE: HVAC Bid Award

Sealed bids were received on July 28, 2021, for the replacement / upgrade of the HVAC system for the Townhouse.

The HVAC system, most notably the air conditioning, has been an issue within the building for some time. The current system has required constant maintenance expenditures and has experienced multiple shutdowns. It was approved in August of 2020 to release an RFP to have an evaluation of the system performed. McKim & Creed were selected in November of 2020 to perform the evaluation.

The evaluation was completed in January of 2021 and showed that the current chiller was too large and that the controls and air handlers need to be replaced to, make the unit more efficient. The report was reviewed internally and the bid documents were prepared. The release of the bid was delayed as the American Rescue Plan Act (ARPA) was possibly going to be able to be utilized for the installation of new air systems. With the passage of the ARPA it was determined that the funds would apply to this project. A few modifications were made to the specs to include air sanitizing and the bids were published June 30, 2021.

The sealed bids were opened July 28, 2021, at 2:00 PM. Two (2) bids were received East West Manufacturing (\$747,000.00) and R&B Mechanical (827,400.00). The engineer's estimate for this project was \$900,000 -1,100,000.

McKim & Creed have reviewed the bids for completeness and provided a recommendation for acceptance (attached).

It is my recommendation that the Board award the contract to East West Manufacturing of Pittsburgh for \$747,000.00 and allocate said funds from the ARPA funds.

I look forward to discussing this item with you.

Request for Bids

North Huntingdon Township is seeking bids from qualified firms/individuals for a project that will consist of upgrading the HVAC system at the North Huntingdon Township Town House.

Electronic Bid Documents will be distributed by F.L. Haus Company, 921 Ridge Avenue, Pittsburgh, PA 15212. All bidders are required to buy the full set specifications for a nonrefundable deposit + tax from F.L. Haus Company at www.flhausplanroom.com. Any questions on ordering the bid documents are to be directed to Clem Sutton at 412-231-7700 or csutton@flhaus.com. Documents can be obtained after June 23, 2021, by logging onto the F.L. Haus website: <https://www.flhausplanroom.com>.

The complete submission shall be delivered to the Township Manager, 11279 Center Highway, North Huntingdon, PA 15642, no later than 2:00 PM, Local Prevailing Time, Wednesday, July 28, 2021.

Any questions in regard to the bid specifications are to be directed to Matthew Butch, McKim & Creed, mbutch@mckimcreed.com, 412-489-9100.

Jeffrey F. Silka
Township Manager

June 30, 2021



August 5, 2021

North Huntingdon HVAC Renovations

Bid Recommendation

There were 2 bid packages for the project that were delivered on time to the North Huntingdon Municipal Building as directed in the project manual. There were no other bids received after the deadline. Below is a breakdown of the bid packages for each bidder followed by our recommendation.

East West Manufacturing

Representative – Gary Gerst

Bid Amount - \$747,000

Time of Completion – 106 days

Acknowledgement of Addendum 1 – Yes

Bid Bond – Included

Non-Collusion Affidavit – Included Notarized – Yes

Contractor Qualification Statement – Included

R&B Mechanical, Inc.

Representative – Michael Byrne

Bid Amount - \$827,400

Time of Completion – 106 days

Acknowledgement of Addendum 1 – Yes

Bid Bond – Included

Non-Collusion Affidavit – Included Notarized – Yes

Contractor Qualification Statement – Included

Recommendations:

Both firms are reputable and have worked on projects we have engineered in the past. We don't feel you could go wrong with either. Based primarily on the price, **East West Manufacturing is our recommendation.** We have worked with Gary Gerst on two projects over the past year. His company can deliver a quality job to the township.

Matthew Butch

Project Manager

Rescue Act Update August 12, 2021

- North Huntingdon Township Allocation \$3,179,641.32
- Received 50% allocation 7-14-2021 –\$ 1,589,820.66
- Remaining 50% will be received in July of 2022
- Restricted Uses

*Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;

- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

- Preliminary uses of NHT:
 - Upgrade HVAC System - \$800,000 (Increase air circulation in a public building)
 - Building utilization for a more open and social distanced workplace (Police, Planning, Administration) -
 - Revenue Replacement 2020, 2021, 2022, 2023 (per formula)

1. Building Utilization

The expansion of the township operations to take advantage of the entire building has been discussed and budgeted in part in 2021. The ability to use the ARPA funding to allow for social distancing of the work force will allow this project to occur as a single project and not do it incrementally.

The plan is to make the following moves:

- a. The Manager and Assistant Manager will move into the suite on the third floor.

- b. The Parks Director will move into the assistant managers office and the Technology and Communications Coordinator and an Intern will share the manager's office.
- c. The Planning and Zoning Department will move to the open floor plan on the third floor with the director having an office across the hall on the third floor.
- d. The Chief is proposing a complete remodel of the Training/Roll Call Room within the Police Department. This room will be converted into a multi-use room which will include individual assigned work stations with computers for nine (9) officers.

There will be five (5) tables used for Roll-Call and Training and an Officer-In-Charge (OIC) Desk. (See attached Diagram). The remodel will include painting, wall repair, new flooring, kitchenet and electrical to support the work stations.

The second part of the project is the move to the second floor of the Townhouse which is currently being used by Planning and Zoning. This hallway is directly above the Police Department and will now be used for the Office of the Chief of Police and the Detective Unit. The current office used by the Detective's will be utilized for three of the Patrol Sergeants.

The third part of the project is the remodel of the traffic & crash investigators office to include flooring and four new socially distanced work stations with computers. This office will house the traffic and crash investigators. (See attached diagram)

The department expansion and socially distancing project will include the purchasing of computer work stations and networking.

The anticipated cost breakdown includes using as much of the current office furnishings that can be repurposed.

Administration – anticipated cost \$15,000+/- . The majority of the cost is rerouting technology, furnishing the former managers office and furnishing of the conference room.

Planning and Zoning – anticipated cost \$45,000 +/- . The space needs new wall coverings, flooring and ancillary furnishing.

Police Department - anticipated cost \$175,000 +/- . The police remodel is extensive and includes not only furnishings but also technology upgrades.

The cost of the anticipated upgrades is \$235,000.

2. Lost Revenue Replacement

The ARPA allows for local governments to recoup loss revenue per a standard formula for years 2020, 2021, 2022 and 2023.

The lost revenue is based on a formula that assumes a default growth rate of 4.1%. If our rate is less than the default rate, we use the default of 4.1%, if growth is greater than 4.1%, we use the higher figure. The rate is determined by using 2016 /2019 revenues.

Your ARPA revenue loss is calculated below. You only need to input a few numbers:

1. Your 2016 and 2019 total revenues (Section 1);
2. Your 2020 actual revenues and total ARPA allocation (Section 2); and
3. An estimate of actual revenue growth for 2021 through 2023 (Section 3).

Important: before inputting revenues, see "Revenue def." tab for revenue definitions.

The worksheet will calculate a growth rate to be used to generate "counterfactual" revenues against which actual revenues will be compared. It will also generate actual revenue loss for 2020 and

1. Input 2016 & 2019 Revenues

2016 Revenues	2019 Revenues	Average Growth	Growth Rate for Calculation
\$13,838,268	\$13,785,410	-0.1%	4.1%

2. Input Actual Revenues For 2020

Year	Actual Revenues	Counterfactual Revenues	Revenue Loss	ARPA Allocation
2020	\$13,794,265	\$14,350,612	\$556,347	
2021 Est	\$14,208,093	\$14,938,987	\$730,894	
2022 est	\$14,634,336	\$15,551,485	\$917,150	
2023 est	\$15,073,366	\$16,189,096	\$1,115,730	
Total	\$57,710,059	\$61,030,180	\$3,320,121	\$3,179,641

The formula shows that there is \$556,347.00 authorized to use a revenue for governmental services in the 2021 budget. This can be used to provide services with the exceptions of placing in savings and paying off existing debt.

3. Options to spend the funds (2021)

Current balance of \$1,589,820.66.

- HVAC System - **\$750,000**
- Building Reconfiguration - **-\$235,000**
- Revenue Replacement - **-\$566,347**

The revenue replacement can be used to fund a portion of Police payroll allowing lessening the impact on any required surplus draw down. The use for public safety payroll provides a clean audit trail of the expenses. Provision of police and public safety is explicitly referenced in the Interim Final Rules.

The fund will have a balance of \$38,473.00 and will receive the second deposit of \$1,589,820.66 in June of 2022. We can anticipate the ability to utilize approximately \$730,000 in 2022 for lost revenue.

There are opportunities to free up general fund revenue and reliance on surplus by using the funds in a strategic manner.

Memorandum

To: Board of Commissioners



Date: August 10, 2021
From: Ryan Fonzi, Director of Planning & Zoning
CC: Jeffrey Silka, Township Manager
Robert Robinson, P.E., Interim Township Engineer
RE: S-11-2021, Tuscan Hills V & VI, R-2 Zoning

This is a major subdivision and the fifth and sixth phases in the Tuscan Hills residential development. This plan will include 17 single family lots in phase five and 15 single family lots as part of phase six.

These are the last two phases of the Tuscan Hills plan that will be able to acquire sewage taps under the application mailer because the sewage will not flow to WWMA. All subsequent phases in this development will require a full planning module because the future lots will be served by WWMA in a tap-restricted area.

This plan was not voted on by the Board of Commissioners at the June 16th, 2021 meeting due to the existing cell phone tower located in proposed phase 6 not obeying proper setbacks from adjoining property lines. The owner has since reconfigured the lot lines and the street and public right-of-way to accommodate a 100' fall zone from three of the four property lines. The only property line not in compliance is the existing rear property line which still has approximately a 90' setback, however that property line is existing and the tower location is grandfathered to that distance. The tower height is 99.25' so the 100' radius provided is adequate and will not put the adjoining lots within the fall zone.

OFFICIAL

TOWNSHIP OF NORTH HUNTINGDON

PROPOSED ORDINANCE NO. ___ OF 2021

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWNSHIP OF NORTH HUNTINGDON, COUNTY OF WESTMORELAND AND COMMONWEALTH OF PENNSYLVANIA AMENDING ORDINANCE NO. 938 AND AFFIRMING ORDINANCE NO. 1058 AND 1075, 2022 AND 2170 WHICH ORDINANCES PRESCRIBE THE RULES AND REGULATIONS FOR THE PRESERVATION OF TOWNSHIP PROPERTY AND PROMOTE AND PRESERVE THE PUBLIC HEALTH, SAFETY AND WELFARE IN PARKS OWNED AND MAINTAINED BY THE TOWNSHIP OF NORTH HUNTINGDON, ESTABLISHING PROHIBITED ACTIVITIES; ESTABLISHING REGULATED ACTIVITIES, AND SETTING FORTH FINES AND PENALTIES FOR VIOLATIONS THEREOF.

WHEREAS, Ordinance No. 938 had been part of the Ordinance Book for the Township of North Huntingdon since 1988; and

WHEREAS, Ordinance No. 1058 has been part of the Ordinance Book of the Township of North Huntingdon since 2002; and

WHEREAS, Ordinance No. 1075 has been part of the Ordinance Book of the Township of North Huntingdon since 2002; and

WHEREAS, Ordinance No. 2022 has been part of the Ordinance Book of the Township of North Huntingdon since 2004; and

WHEREAS, Ordinance No. 2170 has been part of the Ordinance Book of the Township of North Huntingdon since 2011; and

WHEREAS, the Township of North Huntingdon desires to establish additional Rules and Regulations to Ordinance No. 938 and affirm Ordinance No. 1058, 1075, 2022 and 2170.

NOW THEREFORE BE IT ORDAINED AND ENACTED, by the Board of Commissioners of the Township of North Huntingdon, it is hereby ordained and enacted pursuant to authority granted by the First Class Township Code, §58011, 1931, June 24, P.L. 1206, Art. XXX, §3011, 1949, May 27, P.L. 1955, §55; 1953, July 2, P.L. 321, §3, (53 P.S. §58011), its amendments and supplements thereto,

1. ARTICLE I, SECTION 11 shall be amended as follows:
 - a. Consumption of acholic beverages in any buildings or areas owned or maintained by the Township and specifically including parks is prohibited except as permitted under Article II, Section 10 of this ordinance.

2. ARTICLE II, SECTION 10 shall be amended as follows:

Alcohol Permits:
The Township may grant alcohol permits for registered pavilion rentals and authorized sponsored events subject to the following terms:

 - a. Beer/Wine Permit - \$100.00 Permit Fee. \$200.00 Refundable Deposit. This fee is in addition to the pavilion rental fee.
 - b. The permit shall be affixed to the pavilion /vendor area at all times during rental period.
 - c. Alcohol permits shall only be issued in conjunction with Park Pavilion rentals or sponsored events in the parks.
 - d. All applicants must be at least 21 years of age and be always present during the permitted rental / event.
 - e. Beer and wine shall be the only acceptable forms of alcoholic beverages permitted.
 - f. No glass bottles shall be permitted.
 - g. Applicants shall be responsible for leaving the facilities in a clean and presentable condition; such condition shall be comparable to the state of the facility prior to the permitted event.
 - h. All other facility rules shall be adhered to, including the hours of operation.
 - i. The Applicant must execute a hold harmless agreement.
 - j. The Township Manager has the ability to withhold all or part of the security deposit, for any violations of Ordinance 938 or upon any conduct requiring police or other municipal services if such conduct can be associated with alcohol consumption, or upon the recommendation of the Director of Public Works, Director of Parks and Recreation, or the Chief of Police.
 - k. Applicant must provide verification of age to the Administration and proof of homeowners insurance or liability policy for the event.
 - l. Applicant must provide copy of liability insurance if alcohol is provided by a caterer at the Park Pavilion.
 - m. If an event is sponsored in the Parks and the sponsor has vendors that will sell alcohol, the sponsor must ensure that each vendor applies for a permit at \$100.00, provides liability insurance naming North Huntingdon Township as an additional insured and is licensed to sell alcoholic beverages.

- n. Consumption of alcoholic beverages shall be limited to a twenty (20) foot perimeter around the rented pavilion. The park's staff shall designate an approved area for consumption of alcoholic beverages for sponsored events within the parks. At no time shall there be the consumption of alcoholic beverages outside of the designated areas
 - o. Alcohol applications must be submitted to the Township Manager in no less than 3 business days prior to permit date.
3. All Ordinances or parts of Ordinances, which are inconsistent herewith, are hereby repealed.
4. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the [Governing body] that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

ORDAINED AND ENACTED at a regular meeting of the Board of Commissioners of the Township of North Huntingdon, County of Westmoreland, Commonwealth of Pennsylvania, a full quorum being present this _____ day of _____, 2021

TOWNSHIP OF NORTH HUNTINGDON

ATTEST:

Zachary Haigis, President
Board of Commissioners

Jeffrey F. Silka, Secretary

SEAL

SOLICITOR: Bruce E. Dice, Esquire

