

**RED LION BOROUGH, YORK COUNTY, PA**

**SPECIFICATIONS FOR COLLECTION AND DISPOSAL  
OF REFUSE AND RECYCLING**

JANUARY 1, 2026 – DECEMBER 31, 2028

**I. GENERAL**

The contractor shall collect, remove, and dispose of refuse, including recyclable materials, from all dwellings and business establishments throughout Red Lion Borough with equipment in accordance with these specifications, and the requirements of the Department of Environmental Protection of the Commonwealth of Pennsylvania, and in accordance with all applicable ordinances of Red Lion Borough.

**II. DEFINITIONS**

Annual – The word “annual” shall mean the contract period beginning July 1 and ending June 30 of each contract year.

Contractor – The word “contractor” shall mean the person, corporation, or partnership with whom Red Lion Borough shall enter into a contract for refuse and recycling collection.

Refuse - The word “refuse” when used in these specifications shall refer to all waste materials, including, but not limited to the following:

- a) Garbage, consisting of all animal and vegetable wastes resulting from the handling, preparation, cooking, or consumption of foods.
- b) Rubbish, consisting of all solid wastes other than garbage and ashes, and including wastepaper, tin cans, glass, metal, wood, tree and shrubbery cuttings, and all other ordinary household and commercial accumulations. Rubbish does not include grass clippings.
- c) Ashes, consisting of the residue from the burning of coke, coal, wood, or other combustible material.

Refuse Container – The word “refuse container” when used in these specifications, shall mean a 96-gallon or 32-gallon mobile container provided by the contractor and distributed to each customer for the collection of refuse.

Recycling Container – The words “recycling container” shall mean a 64-gallon mobile container provided by the contractor and distributed to each customer for the collection of recyclable material.

Recyclable Material – The words “recyclable material” shall mean plastic containers, clear or colored glass containers, newspapers, cardboard, aluminum cans, steel and bimetal cans; except paint cans.

Borough – The word “Borough” when used shall mean Red Lion Borough, York County, Pennsylvania, or its agents.

### III. QUANTITIES

The total number of properties from which refuse, including recyclable materials, is to be collected is approximately **2,500** which may include residences, apartments, commercial establishments, industrial plants, and others. The approximate number of customers as of March 2025 is 2,346 with the Full Service and approximately 154 customers with the Per Bag Service. Participation in Red Lion Borough refuse collection for residential units and commercial, excluding commercial units utilizing dumpsters, is mandatory.

#### BID OPTION

Full Service with Customer Option for Either **one (1) 96-gallon** or **one (1) 32-gallon** Refuse Container. This Bid Option *eliminates* the pay-per-bag service.

Under Bid Option, a maximum quantity of refuse allowed per dwelling unit or other business establishment per collection shall be either one (1) **96-gallon** or one (1) **32-gallon refuse container** and as many 64-gallon recycling containers as needed by the dwelling unit or business establishment. In addition, **one (1) large item** such as used appliances, mattress, piece of furniture, shall be collected from each dwelling unit or business establishment per collection.

Contractor shall provide and collect refuse from the dumpsters/containers located at the Borough facilities, on a weekly basis, as follows:

- Borough Campus – (1) One 96-gallon container & One (1) 64-gallon recycling container.
- Garage at Vulcan Rd – One (1) 6 cubic yard dumpster
- Red Lion Community Building, Fairmont Park, S. Charles St. – One (1) 4 cubic yard dumpster
- Nitchkey Field – One (1) 4 cubic yard dumpster
- Fire Company, 201 W Broadway, Red Lion – One (1) 96-gallon container & One (1) 64-gallon recycling container.

In those cases where a business/commercial establishment regularly exceeds the maximum number of containers per collection, or where bulk containers are employed, the Contractor or other refuse haulers may enter into a separate contract with the owner of such property as to the collection of such refuse or for the collection of such bulk containers.

### IV. COLLECTION ROUTES

Collection routes must be such that where there are front streets, the collections will be made thereon and where there are no front streets, collections will be made on the alleys. Modifications may be made with the consent of the appropriate Borough officials. Bidders shall familiarize themselves with the routes and pickup points before submitting proposals.

### V. METHODS OF COLLECTION

Refuse containers shall be picked up at the curb or alley lines, as the case may be, and emptied into the collection truck; spillage of refuse and recycling on the streets or alleys is prohibited. Every effort must be made to prevent scattering of bits of paper or other material by the wind. Care must be taken not to damage containers which are the property of the residents. Contractor shall be liable for wilful or unnecessary damage to such

containers. Contractor shall promptly notify the Borough Office where containers are damaged or claimed to have been damaged and furnish pertinent information.

## **VI. COLLECTION SCHEDULE**

Collection shall be made at each property one (1) day per week on the day or days designated by the Contractor. Collections shall be between the hours of 6:00 A.M. to 7:00 P.M. either Eastern Standard Time or Daylight Savings Time, whichever is then prevailing within the Borough.

The holidays on which collections may be delayed shall be limited to Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day, provided; however, in the event a collection is delayed due to a holiday, inclement weather, mechanical breakdowns, or any other reason, a required collection shall be made the first work day following the delay, including Saturday if necessary.

## **VII. REPORTS**

- a) Contractor shall report to the Borough Office before 10:00 A.M. of the first business day following date of collection to advise of any collections missed because of:
  - 1) No items having been placed for collection.
  - 2) Refuse left standing because of not being in proper containers.
  - 3) Breakdown of equipment, or
  - 4) Advise of any complaints made to collection crews.
- b) Contractor shall provide to the Borough a monthly report identifying customers that have/had their service stopped due to non-payment for services to the contractor. Contractor shall notify the Borough when a customer has satisfied their delinquent account and returned to good standing.
- c) Contractor shall also provide to Red Lion Borough a copy of the billing database at the end of each fiscal year.

## **VIII. START OF WORK**

The starting date for collections under this contract shall be **January 1, 2026**.

## **IX. BILLING**

The Contractor shall bill each property owner on a quarterly or semi-annual basis in each contract year. The contract price per residential or commercial unit shall be determined by dividing the contract price by the number of residences, apartments, commercial establishments, industrial plants, and others. Payment shall be deemed delinquent if not made to the Contractor within thirty (30) days. A penalty of Ten (\$10) Dollars shall be recoverable by the Contractor if payment has not been made within thirty (30) days. If refuse fees remain unpaid after forty-five (45) days, the Contractor, as agent for the Borough, is authorized to stop providing service until the delinquent account is paid in full, including penalty amounts.

The Contractor shall dispose of municipal solid waste from Red Lion Borough at the York County Solid Waste facility for the length of the contract. In the event that the per ton cost

charged by the York County Solid Waste and Refuse Authority, its successors or assigns, is increased/decreased during the term of the contract, the contractor shall increase/decrease the rate charged to customers for the service by an amount equal to the per ton increase/decrease imposed by the York County Solid Waste and Refuse Authority. The contractor and the Borough shall mutually agree as to the per unit cost charge that results in a revenue neutral pass-through to each residential customer. The contractor shall not be permitted to profit from any increase or decrease in the disposal cost charged after the commencement of the contract.

**X. NO DISCRIMINATION**

The Contractor shall not discriminate in the hiring of employees for the performance of the work under the contract in violation of any state or federal law or regulation thereunder.

**XI. INDEMINIFICATION**

The Contractor (including any subcontractor) shall indemnify and hold harmless the Borough from and against all claims arising out of the performance of the contract not directly due to the Borough's own negligence or misconduct.

**XII. INSURANCE**

The Contractor shall accept, insofar as the work covered by the contract is concerned, the provisions of the Workers Compensation Act, as amended, and will insure his liability insurance from the Bureau of Workers Compensation of the Department of Labor and Industry.

The Contractor shall carry the following forms of insurance applying to all operations by him, his agents and employees, and shall cause the Borough to be named as an additional insured and shall provide proof of such coverage:

<u>FORMS</u>	<u>MINIMUM LIMITS</u>
(a) Workers Compensation	Statutory
(b) Comprehensive General Liability	\$2,000,000.00
(c) Automobile Bodily Injury/Property Damage	\$1,000,000.00

**XIII. BIDDER'S UNDERSTANDING**

It shall be the responsibility of the Bidder to visit the work site to ascertain by inspection the pertinent local conditions.

**XIV. LAWS AND ORDINANCES**

The Contractor shall comply with all laws, ordinances, rules and regulations of any governmental body or agency having jurisdiction in this matter, including the ordinances of

Red Lion Borough, whether in effect at the time of the execution of the contract or thereafter during its term.

#### **XV. PREPARATION OF BIDS**

Bids shall be submitted on the form attached hereto and must be signed by the bidder. A certified check, bank money order, or bid bond with corporate surety, in the sum of Sixty Thousand Dollars (\$60,000.00) in favor of Red Lion Borough as a guarantee of the execution of the contract is awarded to bidder must accompany each bid. No bidder shall be permitted to withdraw his bid for a period of forty-five (45) days after the date set for the opening of bids.

#### **XVI. TERMS**

Red Lion Borough is seeking bids for:

A contract to remain in effect for three (3) years beginning January 1, 2026 and ending December 31, 2028, with a mutually agreed upon option to be extended for up to an additional two (2) years, in one (1) year increments.

#### **XVII. REJECTION OF BIDS**

The Borough reserves the right to waive any technicalities or informalities and the right to reject any and all bids.

#### **XVIII. REPRESENTATIONS**

The bidder represents by submitting a bid that he is:

- a) Financially solvent and experienced in and competent to perform the work and furnish the vehicles, materials, supplies, personnel and equipment to be performed and furnished by him;
- b) That he is familiar with all laws, ordinances, and regulations which may in any way affect the work to be performed; and
- c) That he has an authorized place to dispose of refuse or can arrange for same prior to entering into a contract; and
- d) That he has reviewed the boundary of Red Lion Borough and is familiar with the area to be served.

#### **XIX. CONTRACT**

The bidder to whom award is made shall enter into a written contract with Red Lion Borough and furnish the proof of insurance required within ten (10) days of the award. Upon failure to do so, the Red Lion Borough shall be entitled to collect or retain the Five Thousand (\$5,000) Dollars guarantee submitted with the bid.

A Performance Bond with corporate surety approved by Red Lion Borough in the sum of one hundred (100%) per cent of the annual contract price shall be furnished by the Contractor within thirty (30) days of the award of the contract and the validity of which shall be maintained during the term of the contract.

## **XX. PENALTIES**

Red Lion Borough is authorized: (1) to assess the Contractor up to Two Hundred (\$200) Dollars for each individual violation and up to Two Thousand (\$2,000) Dollars for each mass violation of the provisions of the contract, and (2) upon repeated violation, to cancel the contract as to the Contractor after notice of intention to do so to the Contractor. In the event of such cancellation, the Contractor shall pay the Borough the difference between the sum to which the Contractor would have been entitled for the balance of the contract and that which the Borough may be obligated to expend directly or indirectly to complete the contracted work.

## **XXI. RECYCLING**

### **Curbside Collection**

The contract provides for curbside recycling, which shall be collected in 64-gallon containers provided and distributed by the contractor. The contractor shall be required to replace any damaged, destroyed, lost or stolen recycling container. Recyclable materials shall be required to be placed in such container. The Contractor shall not be required to empty regular refuse containers if they contain recyclable materials and recycling containers if they contain refuse materials. Contractor shall tag each container not emptied for these reasons.

## **XXII. SPECIFICATIONS**

All terms of the specifications provided by Red Lion Borough to the Contractor prior to submission of bids are incorporated herein by reference.

**RED LION BOROUGH BID PROPOSAL FORM**

**Bid Opening:**

**BID OPTION**

A contract for weekly collection utilizing either a **96-gallon or a 32-gallon refuse container** and a 64-gallon recycling container, and one (1) large item per participant, to remain in effect for three (3) years beginning January 1, 2026 and ending December 31, 2028, unless extended under paragraph XVI (Terms) of the Specifications.

**96-GALLON or 32-GALLON REFUSE CONTAINER and 64-GALLON RECYCLING CONTAINER – Three (3) Years**

**FIRST Contract Year: January 1, 2026 – December 31, 2026**

Annual Cost per 96-gallon refuse container: \$ 378.00  
Annual Cost per 32-gallon refuse container: \$ 336.00

**SECOND Contract Year: January 1, 2027 – December 31, 2027**

Annual Cost per 96-gallon refuse container: \$ 390.00  
Annual Cost per 32-gallon refuse container: \$ 336.00

**THIRD Contract Year: January 1, 2028 – December 31, 2028**

Annual Cost per 96-gallon refuse container: \$ 399.00  
Annual Cost per 32-gallon refuse container: \$ 336.00

**OPTIONAL YEAR 1 EXTENSION – FOURTH YEAR**

Extension Year **January 1, 2029 – December 31, 2029**

Annual Cost per 96-gallon refuse container: \$ 408.00  
Annual Cost per 32-gallon refuse container: \$ 348.00

**OPTIONAL YEAR 2 EXTENSION: – FIFTH YEAR**

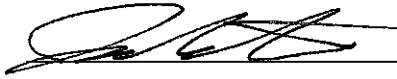
Extension Year **January 1, 2030 – December 31, 2030**

Annual Cost per 96-gallon refuse container: \$ 414.00  
Annual Cost per 32-gallon refuse container: \$ 348.00

**SUBMITTED BY:**

Anthracite Waste Services  
Corporation, Partnership, Individual

8/4/2025  
Date



Signature/Title: *President*




Attest

**ACCEPTED/AWARDED BY RED LION BOROUGH:**

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 11 day of August 2025.

ATTEST:

RED LION BOROUGH  
COUNCIL



Michelle Poole  
Borough Manager



Antonio Musso  
Council President



# THE AMERICAN INSTITUTE OF ARCHITECTS

Bid Bond 200279

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Anthracite Waste Services

128 North Liberty Street, Orwigsburg, PA 17961

as Principal, hereinafter called the Principal, and Evergreen National Indemnity Company

6150 Oak Tree Blvd, Suite 440, Independence, OH 44131

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Red Lion Borough

438 East Lancaster Street, Red Lion, PA 17356

as Oblige, hereinafter called the Oblige, in the sum of Sixty Thousand Dollars and 00/100

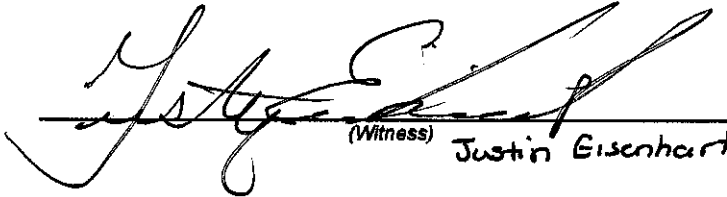
Dollars (\$ 60,000.00 ),

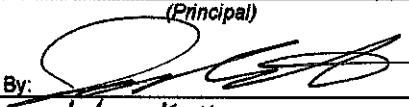
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

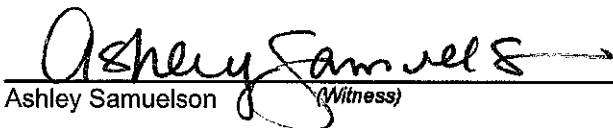
WHEREAS, the Principal has submitted a bid for COLLECTION AND DISPOSAL OF REFUSE AND RECYCLING

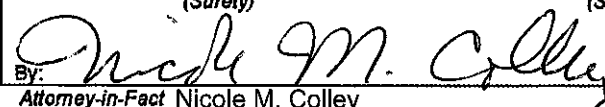
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of August, 2025

  
(Witness) Justin Eisenhart

Anthracite Waste Services  
(Principal) (Seal)  
By:  President  
Joshua Kritzner (Title)

  
Ashley Samuelson (Witness)

Evergreen National Indemnity Company  
(Surety) (Seal)  
By:  Attorney-in-Fact Nicole M. Colley (Title)

Surety Phone No. 440-995-5100

**EVERGREEN NATIONAL INDEMNITY COMPANY**  
Independence, Ohio

**POWER OF ATTORNEY**

Bond No. **200279**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

**KINGA CHOMEJ, NICOLE M. COLLEY**

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY-FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time. FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*

Matthew T. Tucker, President

By: *David A. Canzone*

David A. Canzone, CFO

Notary Public)  
State of Ohio)

SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K Bowers  
Notary Public  
In and For the State of Ohio  
My Commission Expires  
August 13, 2024

*Julie K Bowers*

Julie K. Bowers, Notary Public  
My Commission Expires August 13, 2024

State of Ohio )

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 4th day of August, 2025.



*Wan C. Collier*

Wan C. Collier, Secretary