

# REFUSE AND RECYCLING CONTRACT RENEWAL

**THIS RENEWAL OF REFUSE and RECYCLING CONTRACT**, made this 9<sup>th</sup> day of October, 2020 by and between **ADVANCED DISPOSAL SERVICES WESTERN PA, Inc.** a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located on 6330 Route 219, Brockway, Pennsylvania, hereinafter referred to as "**CONTRACTOR**"

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**SANDY TOWNSHIP**, a Pennsylvania municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, and having its office at 1094 Chestnut Avenue, DuBois, Pennsylvania, hereinafter referred to as "**SANDY TOWNSHIP**"

**WITNESSETH:**

**WHEREAS** the parties hereto currently have a Contract dated October 3, 2016 which terms expires on September 30, 2021; and

**WHEREAS**, the parties are agreeable to a renewal of this Contract for an additional five (5) years, commencing on October 1, 2021 and ending on September 30, 2026 under the rates listed on Appendix A, all other terms, and conditions remaining the same; and

**WHEREAS**, the parties desire to reflect this renewal in writing.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, and in consideration of the terms and conditions stated herein, the parties agree as follows:

1. The parties herewith agree that the **CONTRACT** dated October 3, 2016, which expires on September 30, 2021 is

herewith renewed in its entirety for an additional five (5) year period, which shall expire on September 30, 2026.

2. As part of the consideration, the rates listed on Appendix A shall be in effect during the renewal term by the said **CONTRACTOR**.
3. The said Agreement of October 3, 2016, and any addendums is incorporated herein and attached as Exhibit "A" to the within Agreement.
4. This Agreement shall be binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

**WITNESS:**

**ADVANCED DISPOSAL SERVICES WESTERN PA, INC.**

By Michelle Schuster  
Michelle Schuster

By [Signature]  
John S. [Signature]

**WITNESS:**

**SANDY TOWNSHIP**

By [Signature]

By [Signature]

**CONTRACT ADDENDUM**

THIS ADDENDUM, Made and entered into on this 24<sup>TH</sup> day of SEPTEMBER, 2019 by and between Sandy Township located in Clearfield County Pennsylvania, and Advanced Disposal Services Western PA, Inc. (Hereinafter called the "Contractor").

WITNESSETH, that the Contractor and Sandy Township agree as follows:

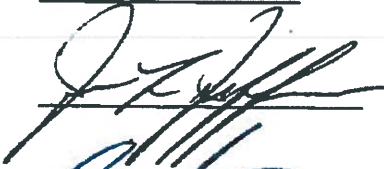
**Term** – The contract term remains five-years. However the contract incorrectly reflects the contract period to begin October 15, 2016, and remain in full force and effect until September 30, 2020. Effective immediately this addendum corrects the contract period to begin October 15, 2016, and remain in full force and effect until September 30, 2021. This addendum does not extend the current agreement but simply corrects the contract end date.

**Fall Leaf Collection** – At the request of Sandy Township the Contractor will provide two fall leaf collections.

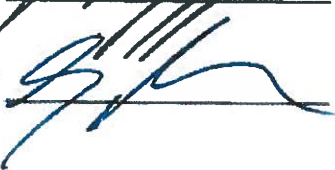
IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at 24<sup>TH</sup>, as of this day of SEPTEMBER, 2019.

**SANDY TOWNSHIP**

By:



And:



**CONTRACTOR**

by:



Title:

President

CONTRACT

THIS CONTRACT, Made and entered into on this 3 day of October, (2016) by and between Sandy Township located in Clearfield County Pennsylvania, and Advanced Disposal Services Western, PA Inc. (hereinafter called the "Contractor").

WITNESSETH, That the Contractor and Sandy Township for the consideration stated herein agree as follows:

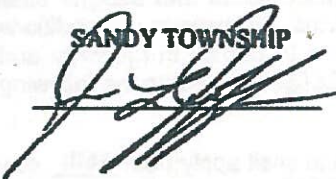
1. **Term.** This Contract shall take effect on October 15, 2016, and remain in full force and effect until September 30, 2020. The contract may be renewed for successive five -year terms at the discretion and agreement of Sandy Township and the Contractor with no less than a thirty-day notice prior to the end of the contract term.
2. **Scope.** The Contractor is granted the sole and exclusive right, to the extent provided for in the Contract Specifications, within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the services as described in the Contract Documents.
3. **Component Parts of the Contract Documents.** The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:
  - A. Legal Notice
  - B. Invitation to Bidder
  - C. Specifications
  - D. Proposal
  - E. This Instrument (Contract)
  - F. Performance Bond
  - G. Insurance Certification
  - H. All other Certifications and Affidavits required to be submitted by the bid instructions or specifications.

*Sandy Township  
Solid Waste, Recycling, Leaf Collection,  
and Electronic Waste Collection Bid  
CONTRACT*

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor. This Contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of the Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Sandy Township, as of this day of 3 October, 2016.

By:   
SANDY TOWNSHIP

And Barbara D. Miller

By:   
CONTRACTOR

Title: COO

WITNESS  
-AFFIX- Jaime Smarini

Sandy Township  
Solid Waste, Recycling, Leaf Collection,  
and Electronic Waste Collection Bid  
**CONTRACT**

**PERFORMANCE BOND  
(Annual Form)**

Bond No. SUR0039340

KNOW ALL MEN BY THESE PRESENTS, that we, Advanced Disposal Services Western PA, Inc., as Principal, and Argonaut Insurance Company, licensed to do business in the State of PA, as Surety, are held and firmly bound unto Sandy Township (Obligee), in the penal sum of Seven Hundred Twenty Thousand Dollars and 00/100 Dollars (\$720,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the 15th day of October, 2016, and terminating the 30th day of September, 2017, for Curbside Solid Waste Collection and Recycling Collection, Transportation and Processing Services and Leaf Collection and Electronic Waste Collection and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 15th day of October, 2016, until 30th day of September, 2017, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 3rd day of November, 2016.

Jaime Somarini  
Witness

PRINCIPAL Advanced Disposal Services Western PA, Inc.  
By: Tammy Wilson *SRVP of Sales & Marketing*  
Title

Aulumn Schneider  
Witness Aulumn Schneider

ARGONAUT INSURANCE COMPANY  
By: Jarice H. Fennell  
Jarice H. Fennell, Attorney-in-Fact

Agreed and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Obligee

AS-0096809

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**  
**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint  
**Richard C. Rose, Jeremy C. Rose, Janice H. Fennell**

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of

**\$10,000,000.00**

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of its/their signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto"

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official(s) to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013



by 

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS

On this 18th day of July, 2013 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the 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 his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors 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 the County of Harris, the day and year first above written





(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 3rd day of November, 2016





Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGU POWER OF ATTORNEY AND THE SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER ARE IN BLUE, AND THE DOCUMENT IS ISSUED ON WATERMARKED PAPER. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.







## SANDY TOWNSHIP CONTRACT RENEWAL APPENDIX A

October 9, 2020

Shawn Arbaugh  
Sandy Township  
1094 Chestnut Ave.  
DuBois, PA 15801

Dear Shawn;

The following are updated rates and services for the Five Year Contract renewal effective October 1, 2021. All other contract requirements will remain the same.

- The current rates for 2020 will be extended through the five-year renewal period with no increase in rates. Upon renewing the existing agreement there will be no rate increase effective October 1<sup>st</sup> and all rates will remain the same for the remainder of the existing contract and the renewal period at \$22.70/month (\$19.70/month for seniors).
- Sandy Township has the option in the renewal period to provide all residents with carts. We will offer two cart options a 95-gallon cart for regular service and a 35-gallon cart for seniors and possibly low usage users. Notifications to all residents with cart information will be sent by Advanced Disposal.
- Advanced Disposal will continue to provide as many open top roll-off containers as needed for the monthly collection of bulk waste, electronics, and white goods. In the unlikely event that the PADEP should not allow this to continue Advanced Disposal will provide an at the curb Spring and Fall bulk waste and electronics collection week for all residents. In addition, residents may continue to set out for collection one bulk item weekly.
- Advanced Disposal will continue to have two fall leaf collections.
- Advanced Disposal will continue to be responsible for maintaining the recycling vehicle owned by Sandy Township while it is used for recycling collection.
- Treasure Lake Campgrounds will increase service from 6 Yard Containers to 8 yard Containers or as agreed upon to the satisfaction of Sandy Township and Treasure Lake.
- Landfill rate increases will not affect pricing unless new state, federal, or municipal level fees are enacted for landfill disposal.
- A confidential document shredding event may be scheduled annually for Sandy Township residential customers. Residents may be required to provide documentation that they are a customer in good standing.
- All other requirements and guidelines set forth in the existing agreement will remain the same.

