



## 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.

# REFUSE AND RECYCLING CONTRACT RENEWAL

**THIS RENEWAL OF REFUSE and RECYCLING CONTRACT**, made this 9th 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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D

**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 Schlueter  
Michelle Schlueter

By John S. Spang  
John S. Spang

**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:

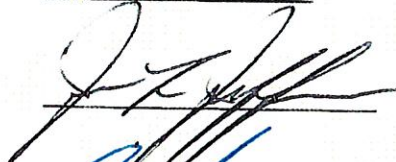
**Term** – The contract term remains five-years. However the contract incorrectly reflects the contract period to begin October 15, 2016, and remain in full force and effect until September 30, 2020. Effective immediately this addendum corrects the contract period to begin October 15, 2016, and remain 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.

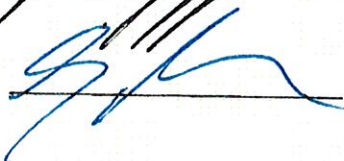
IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at 24<sup>TH</sup>, as of this day of SEPTEMBER, 2019.

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.

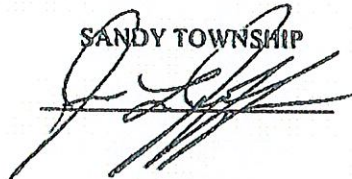
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*Sandy Township  
Solid Waste, Recycling, Leaf Collection,  
and Electronic Waste Collection Bid  
CONTRACT*

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

CONTRACTOR  
By: 

Title: COO

WITNESS  
Attest: Jaime Siniawski

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

Aulumn Schneider  
Witness Aulumn Schneider

PRINCIPAL Advanced Disposal Services Western PA, Inc.

By: Tammy Wilson, Title SR VP of Sales & Marketing

ARGONAUT INSURANCE COMPANY

By: Janice H. Fennell  
Janice H. Fennell, Attorney-in-Fact

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

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

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

\$39,000,000.00

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 facsimile 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 seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013

Argonaut Insurance Company



by

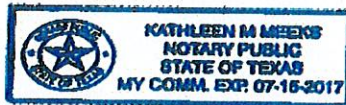
*[Signature]*

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



*Kathleen M. Meeks*

(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*

Sarah Heineman, VP-Underwriting Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO 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.



**ORIGINAL**

**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**

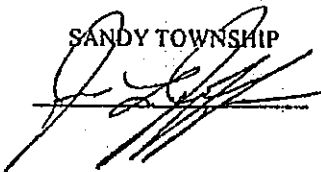
ORIGINAL

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor.

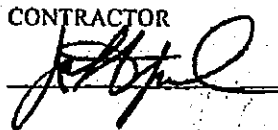
This Contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

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.

SANDY TOWNSHIP  
By: 

And Barbara D. Miller

CONTRACTOR  
By: 

Title: COO

WITNESS  
Attest: Jaime Smarini

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

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

**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, Curbside 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.

James Somalini  
Witness

Aulumn Schneider  
Witness Aulumn Schneider

PRINCIPAL Advanced Disposal Services Western PA, Inc.  
By: Tammy Wilson <sup>SR VP of Sales & Marketing</sup>  
Title

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

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

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

**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:

\$39,000,000.00

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 facsimile 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 seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 18th day of July, 2013



by: [Signature]

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



[Signature]

(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



[Signature]

Sarah Heincman, VP-Underwriting Surety

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## **GENERAL CONDITIONS**

### **2.01 General**

Sandy Township is soliciting proposals for Weekly Collection of Municipal Solid Waste and weekly curbside collection of recycling and an annual Leaf Collection Program and Electronic Recycling event. The Contractor shall provide all equipment and labor to collect all curbside items.

### **2.02 Observance of Laws and Ordinances**

All municipal ordinances, laws of the Commonwealth of Pennsylvania and the United States, and rules and regulation promulgated hereunder shall be observed by the Contractor. Contractor must complete all contracted activities in accordance with all guidelines outlined in the Code of the Township of Sandy Chapter 20 - Solid Waste.

### **2.03 Payments to the Contractor by Residents**

The contractor will collect the monthly rate on a quarterly basis per dwelling unit. The resident will pay the Contractor the bid upon rate on a quarterly basis. Payments will be made within 30 days of invoice for all residential units.

### **2.04 Term of Contract**

The contract for the Collection of Solid Waste, Recyclables and Leaf Collection and Electronic Recycling Events within the Sandy Township limits shall be for a term of five (5) years, commencing October 15, 2016 through and including, September 30, 2020, with the option to extend the contract for additional terms at the discretion of the Township and the Contractor. The parties shall agree to extend the contract by notice in writing no later than 180 days prior to the expiration of the contract.

### **2.05 Hours and Days when Collections shall be Made**

All collections shall be made between the hours of 12:00 AM and 5:00 PM; however, this time limitation shall not prevent the collection of material on an emergency basis during others hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of emergency hours shall at all times be subject to the approval of the Township Manager or their designated representative. Collection days shall remain the same as the current days that exist at the time of this bid submission for all residents. Request for changes in collection days are highly discouraged and must be submitted for approval by the Township Manager or their designated representative.

**2.06 Contractor to Have Local Office and Telephone**

Contractor shall maintain and staff an administrative office, recycling center and maintenance facility within 15 miles of the Sandy Township limits. The Contractors shall establish, maintain and publish a toll-free telephone number within their place of business, which persons of the Township may use to contact the Contractor and shall attend such telephone between the hours of 8:00 AM and 5:00 PM every day each week except for Saturday, Sunday and all holidays observed and approved by the Township.

**3.01 Definitions**

**Refuse:** all municipal waste which is regulated by Pennsylvania Act 101 and Greentree Landfill. For the purposes of this contract, the following categories of solid waste are not permitted unless otherwise specified:

- a. bulk waste, including tires and appliances
- b. construction/demolition waste
- c. septage/sludge
- d. infectious/pathological waste
- e. ash residue
- f. friable asbestos waste
- g. source separated recyclable materials
- h. covered devices (computers, televisions) as defined by PA Act 108
- i. Household hazardous waste
- j. oversized refuse items
- k. grass clippings
- l. leaves
- m. unacceptable waste

**Aerosol Cans** shall mean cans made of steel. All cans must be empty.

**Aluminum cans** shall mean all food and beverage cans made of aluminum. All containers shall be empty and rinsed.

**Bi-metal Cans** shall mean all food and beverage containers made of steel (ferrous) cylinder and bottom and aluminum top. All containers shall be empty and rinsed.

**Corrugated Paper** shall mean paper or paste board contracted into parallel grooves and ridges, commonly referred to as cardboard and packing boxes. The boxes must be emptied and broken down into a flat position.

**Dwelling Unit** - One or more rooms in a dwelling which room or rooms has fixed cooking facilities arranged for occupancy by one person, two or more persons living together, or one family.

**Electronic Recyclables** - shall mean "covered devices" which may include TV's, computers and monitors, stereos, video games, refrigerators, electronic appliances.

**Glass** shall mean all empty bottles and jars made of clear, green or brown glass only. All containers shall be emptied and rinsed.

**High Grade Office Paper** shall mean printed or unprinted sheets, shavings and cuttings of sulfite or sulphate ledger, bond, writing and other pages which have similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. This includes lightweight office papers, copy and computer paper.

**Household Hazardous Waste** includes oil based paints, yard and garden chemicals and aerosols, oils, small amounts of gasoline, pool chemicals, herbicides, mercury lights and bulbs.

**Junk Mail** shall mean all items delivered by the US Postal Service on common stock paper, including envelopes with cellophane windows, cardboard and glossy advertisements.

**Magazines and Other Glossy Print Media** shall mean all printed on glossy stock but not including newsprint.

**Newsprint** shall mean all paper having printed thereon news and other matters of public interest but not including magazines or periodicals.

**Plastics** shall mean recyclable plastics numbered 1 through 7. All containers shall be emptied and rinsed.

**Steel Cans** shall mean all food and beverage containers made of steel. All containers shall be emptied and rinsed.

#### 4.01 **Methods of Collection**

**Municipal Solid Waste** must be placed in bags or containers not to exceed 32 gallons per bag or containers (all trash shall be placed into liners prior to placing it into the container). Waste will be limited a

combination of up to 8 bag or containers per residential unit per collection day. Municipal Solid Waste will be collected on the same days that currently exist at the time of this proposal. Residents will be allowed to place one (1) bulk item out on each collection day. Bulk items include furniture, mattress and box springs or white goods. Please note that Freon containing appliances must have the refrigerant removed and tagged by a licensed technician prior to pickup. All municipal solid waste is to be delivered for disposal to the Greentree Landfill located in Kersey, PA.

**Recyclables** must be placed in open containers provided by Sandy Township. Recyclables are unlimited and can be placed in multiple containers. Bagged recyclable materials are unacceptable. Recycling will be collected on a weekly basis. Recyclables will be collected on the same days that currently exist at the time of this proposal.

**Leaf Collection, Electronic Recycling** - Each year the contractor shall hold a Fall Leaf Collection and Monthly Electronic "Covered Devices" Recycling event within Sandy Township. Costs for the events shall be part of the contract. The Township will not be responsible for any costs related to the event. Time and date will be negotiated between contractor and the Township.

## **INSURANCE REQUIREMENTS**

### **5.01 General**

Policies shall be written with insurers rated at least "A" by Bests with a financial size category of at least "X".

### **5.02 Workers Compensation, including Occupational Disease and Employer's Liability Insurance of at least \$100,000.00 per incident.**

### **5.03 Bodily Injury and Property Damage Liability - including personal injuries, \$1,000,000.00 per occurrence; \$2,000,000.00 annual aggregate**

### **5.04 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and leased vehicles with Bodily Injury Liability of \$1,000,000.00 each person and \$2,000,000.00 each accident and property damage of \$1,000,000.00 each accident and \$2,000,000.00 per occurrence.**

### **5.05 Umbrella Coverage - in the amount of \$2,000,000.00.**



## ADDITIONAL REQUIREMENTS OF BIDDER

**6.00 Franchise Fee** - the Contractor must supply the Township with a Franchise Fee of \$5,000 per month, paid on a quarterly basis. Franchise fee must be paid to the Township by the last day of March, June, September and December of each year.

**6.01 Free Services** - the Contractor shall provide the following services at no cost to the Township:

- ◆ One container up to 8 cubic yards at the Township Municipal Facility serviced weekly
- ◆ One container up to 4 cubic yards at each of the Township Fire Halls serviced weekly
- ◆ One container up to 8 cubic yards at the Sandy Township Recreation Park serviced weekly from May 1<sup>st</sup> through October 31<sup>st</sup> or as directed by the Township
- ◆ Contractor will provide up to two open top roll-off containers delivered at a designated day mutually agreed to by the Township and the Contractor each month for bulk waste items delivered by residents of the Township. Bulk items are limited to furniture, carpet, and general refuse. Construction and building waste materials will not be accepted.
- ◆ Contractor will provide a metal recycling container for appliances (white goods) to be placed at the Township building at all times. Appliances that may contain Freon must have the Freon removed prior to placing them in the container.
- ◆ Contractor shall provide at no cost up to twenty 30 or 40 cubic yard roll-off containers or the equivalent for any demolition of undesirable structures in Sandy Township.
- ◆ Contractor shall provide at no cost a roll off container and up to 100 event trash boxes annually for any Township sponsored functions at the Sandy Township Recreation Park
- ◆ **Treasure Lake Free Services to Include:**
- ◆ Maintenance Shop at back gate. Two - 8 cubic yard containers serviced twice weekly. TLPOA to pick up from beaches and parks.
- ◆ Marina, Administrative building, and Post Office to each have two-95 gallon carts or the equivalent picked up weekly.
- ◆ Gold Course and Silver Course Maintenance Shops each to have one four cubic yard container serviced weekly.
- ◆ Cayman Landing Full Hookup Trailer Site - one (1) four cubic yard container serviced weekly.

- ◆ Cabins will have one (1) eight cubic yard container collected weekly or as needed.
- ◆ Each Comfort Centers shall have a 6 cubic yard container picked up twice weekly or as needed.

- 6.02 Disposal Facility** - All municipal waste disposals shall take place at the Greentree Landfill located in Kersey, PA.
- 6.03 Operations Plan** - Each bidder shall supply the Township with a detailed operations plan describing anticipated collection zones, days of service, proposed trucks, and crew sizes, type of truck to be used for all services and Leaf Collection and Electronic event description.
- 6.04 Municipal References** - Each bidder shall supply a listing of at least five (5) municipal references which exhibit similar work requirements. Please list name, phone number and contact name for each municipal contract listed.
- 6.05 Compressed Natural Gas (Alternative Fuel) Requirement** - All vehicles collecting municipal solid waste shall be powered with Compressed Natural Gas.
- 6.06 Exclusive Hauler Right** - The Contractor shall be the exclusive provider of all waste and recycling collection services for residential and commercial businesses within Sandy Township for the duration of their contract with Sandy Township. Contractor shall not unreasonably withhold the TLPOA (Treasure Lake Property Owners Association) from being included in this contract at the commencement of this contract or at the conclusion of any TLPOA contracts for similar services currently in place.
- 6.07 Senior Citizen Discount** - Each bidder shall propose a monthly discount for qualifying Senior Citizens ages 62 years or older.
- 6.08 Fuel Pricing Adjustments - FUEL COST ADJUSTMENTS:**  
Fuel cost increases/decreases shall be calculated and effective by October 15, 2016 and shall be recalculated using the same formula and become effective on October 1 each contract year thereafter. Adjustments may be made annually as set forth below unless in **Sandy Township's sole discretion**, shorter intervals are permitted. However, all adjustments must be made at the beginning of a billing cycle. For purposes of this Contract, it is estimated that the **BASE COLLECTION RATE** per month per residential and commercial unit will be subject to fuel cost adjustments.

The baseline price per gallon for CNG diesel fuel equivalents will be determined with the U.S. Department of Energy EIA website weekly average for on-Highway CNG Diesel Fuel Equivalent Prices for the Central Atlantic Region. All fuel adjustment requests must be made in writing.

- 6.09 Delinquent Billings - SUSPENSION OF SERVICE:** In order for the Contractor to suspend residential and or commercial service for nonpayment, the customer shall be in arrears a minimum of sixty (60) days and shall have received during this period a minimum of one (1) written notice from the Contractor regarding the amount due and procedures for payment. At the request of the Township the Contractor shall be able to document to the Township its efforts to seek payment from the customer.
- 6.10 Late Fees -** Penalty for late payment fees are the greater of \$5.95 per quarter or 1.5% per month.
-

**RESIDENTIAL BID PRICES**

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units, an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 15, 2016-September 30, 2017.

\_\_\_\_\_ Monthly price per unit

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units, an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 1, 2017-September 30, 2018.

\_\_\_\_\_ Monthly price per unit

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units, an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 1, 2018-September 30, 2019.

\_\_\_\_\_ Monthly price per unit

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units, an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 1, 2019-September 30, 2020.

\_\_\_\_\_ Monthly price per unit

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units, an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 1, 2020-September 30, 2021.

\_\_\_\_\_ Monthly price per unit

Senior Citizen Discount: \_\_\_\_\_ Discount per Unit per month

Back Door Residential Service: \_\_\_\_\_ Additional price per Unit per month

10/15/2016-09/30/2021

COMMERCIAL CONTAINER PRICING SCHEDULE FOR WASTE COLLECTION  
INSERT TOTAL MONTHLY COST FOR EACH CONTAINER IN SPACES BELOW

CONTAINER FREQUENCY OF PICK-UP DAYS PER WEEK

<u>SIZE</u>	<u>1X</u>	<u>2X</u>	<u>3X</u>	<u>4X</u>	<u>5X</u>	<u>6X</u>	<u>TOTAL</u>
TWO YARD	—	—	—	—	—	—	—
THREE YARD	—	—	—	—	—	—	—
FOUR YARD	—	—	—	—	—	—	—
SIX YARD	—	—	—	—	—	—	—
EIGHT YARD	—	—	—	—	—	—	—
TEN YARD	—	—	—	—	—	—	—

**The rates listed above may be increased up to 3% per year.**

10/15/2016-09/30/2021

COMMERCIAL CONTAINER PRICING SCHEDULE FOR RECYCLE COLLECTION  
INSERT TOTAL MONTHLY COST FOR EACH CONTAINER IN SPACES BELOW

CONTAINER FREQUENCY OF PICK-UP DAYS PER WEEK

<u>SIZE</u>	<u>1X</u>	<u>2X</u>	<u>3X</u>	<u>4X</u>	<u>5X</u>	<u>TOTAL</u>
TWO YARD	—	—	—	—	—	—
THREE YARD	—	—	—	—	—	—
FOUR YARD	—	—	—	—	—	—
SIX YARD	—	—	—	—	—	—

EIGHT YARD    \_\_\_        \_\_\_        \_\_\_        \_\_\_        \_\_\_        \_\_\_

TEN YARD        \_\_\_        \_\_\_        \_\_\_        \_\_\_        \_\_\_        \_\_\_

**The rates listed above may be increased up to 3% per year**

Roll-Off Container Rates for Temporary and Permanent Services shall be negotiated directly with the contractor throughout the term of the contract with Sandy Township.

**RESIDENTIAL BID PRICES**

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 1, 2016-September 30, 2017.

Twenty One Dollars and Forty Cents \$21.40 Monthly price per unit

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 1, 2017-September 30, 2018.

Twenty One Dollar and Eighty Cents \$21.80 Monthly price per unit

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 1, 2018-September 30, 2019.

Twenty Two Dollars and Twenty Six Cents \$22.26 Monthly price per unit

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 1, 2019-September 30, 2020.

Twenty Two Dollars and Seventy Cents \$22.70 Monthly price per unit



10/01/2016 – 09/30/2021

COMMERCIAL CONTAINER PRICING SCHEDULE FOR WASTE COLLECTION  
INSERT TOTAL MONTHLY COST FOR EACH CONTAINER IN SPACES BELOW

CONTAINER SIZE	FREQUENCY OF PICK – UP DAYS PER WEEK						TOTAL	
	1X	2X	3X	4X	5X	6X		
TWO YARD	<u>\$80.79</u>	<u>\$133.93</u>	<u>\$194.50</u>	<u>\$255.09</u>	<u>\$315.67</u>	<u>\$376.25</u>	<u>N/A</u>	
THREE YARD	<u>\$105.09</u>	<u>\$165.81</u>	<u>\$235.96</u>	<u>\$306.10</u>	<u>\$378.38</u>	<u>\$454.91</u>	<u>N/A</u>	
FOUR YARD	<u>\$119.04</u>	<u>\$196.63</u>	<u>\$277.41</u>	<u>\$357.13</u>	<u>\$442.16</u>	<u>\$533.56</u>	<u>N/A</u>	
SIX YARD	<u>\$150.92</u>	<u>\$249.78</u>	<u>\$342.24</u>	<u>\$442.16</u>	<u>\$544.19</u>	<u>\$645.16</u>	<u>N/A</u>	
EIGHT YARD	<u>\$193.44</u>	<u>\$316.73</u>	<u>\$437.90</u>	<u>\$559.07</u>	<u>\$679.17</u>	<u>\$807.79</u>	<u>N/A</u>	
TEN YARD	<u>\$241.80</u>	<u>\$395.91</u>	<u>\$547.38</u>	<u>\$698.84</u>	<u>\$848.96</u>	<u>1009.74</u>	<u>N/A</u>	

The rates listed above may be increased up to 3% per year.

All services listed above are available as every other week service at 60% of the weekly rate for the same container size.

10/01/2016 – 09/30/2021

COMMERCIAL CONTAINER PRICING SCHEDULE FOR RECYCLE COLLECTION  
INSERT TOTAL MONTHLY COST FOR EACH CONTAINER IN SPACES BELOW

CONTAINER SIZE	FREQUENCY OF PICK DAYS PER WEEK					TOTAL	
	1X	2X	3X	4X	5X		
TWO YARD	<u>\$30.56</u>	<u>\$51.84</u>	<u>\$94.46</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	
THREE YARD	<u>\$37.47</u>	<u>\$61.98</u>	<u>\$111.00</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	
FOUR YARD	<u>\$44.18</u>	<u>\$72.70</u>	<u>\$129.74</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	
SIX YARD	<u>\$53.49</u>	<u>\$87.62</u>	<u>\$155.90</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	
EIGHT YARD	<u>\$70.74</u>	<u>\$118.59</u>	<u>\$214.29</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	
TEN YARD	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	

The rates listed above may be increased up to 3% per year.

All services listed above are available as every other week service at 60% of the weekly rate for the same container size.

Weekly collection of municipal solid waste of up to 8 bag limit per residence including (1) bulk item per week, Weekly unlimited Recycling Collection for all Residential Units an annual Leaf Collection Program and Monthly Electronic Recycling event each contract year for the period of October 1, 2020 -September 30, 2021.

Twenty Three Dollars and No Cents \$23.00 Monthly price per unit

Senior Citizen Discount: \$3.00 Discount per Unit per Month

Back Door Residential Service: 5.00 Additional Price per Unit per Month

Roll-Off Container Rates for Temporary and Permanent Services shall be negotiated directly with the contractor throughout the term of the contract with Sandy Township.



**Advanced Disposal**

**Operations Plan for Sandy Township  
Curbside Collection for Solid Waste, Recycling, Leaf Collection, and Electronic Waste  
Collection Events**

1. Management and Supervision: The operation will be directed from the Advanced Disposal location at 6330 Route 219, Brockway PA 15824. The following key personnel will be responsible for ensuring that the contracted services are carried out smoothly and to the satisfaction of the Township.
  - Ed Yahner General Manager  
Direct Phone Number: 814-299-4983  
[edward.yahner@advanceddisposal.com](mailto:edward.yahner@advanceddisposal.com)
  - Lori Rakvin, Office Manager - Responsible for billing and communications.  
Direct Phone Number: 814-299-4966 [lori.rakvin@advanceddisposal.com](mailto:lori.rakvin@advanceddisposal.com)
  - Bob Grecco, Operations Manager - Responsible for operational issues, service problems.  
Direct Phone Number: 814-299-4957 [bob.grecco@advanceddisposal.com](mailto:bob.grecco@advanceddisposal.com)
  - Rick Stewart, Operations Manager - Responsible for operational issues, service problems.  
Direct Phone Number: 814-299-4971 [rick.stewart@advanceddisposal.com](mailto:rick.stewart@advanceddisposal.com)
  - Bill Hrinya, Operations Supervisor - Responsible for Compliance, Accidents, Property Damage.  
Direct Phone Number: 814-299-4974  
[william.hrinya@advanceddisposal.com](mailto:william.hrinya@advanceddisposal.com)
  - Tammy Onoratti, Dispatcher - Responsible for service scheduling, missed pick-ups, etc.  
Direct Phone Number: 814-299-4965  
[tammy.onoratti@advanceddisposal.com](mailto:tammy.onoratti@advanceddisposal.com)
2. Waste and Recycling Collections: The daily waste and recycling collection routes for residential and commercial routes will be carried out under the existing routing schedules as to not interrupt the current schedules and make the transition as transparent as possible. Any future schedule change request will be made as an effort to improve efficiencies and optimize trips as to minimize the wear and tear on Township roads. All waste collection vehicles for this project shall be CNG (Compressed Natural Gas) fuel vehicles.
3. Annual leaf Collection: The annual leaf collection program will be scheduled at a time mutually acceptable to both Advanced Disposal and the Township. Advanced Disposal recommends the later part of November to designate a week for leaf collection. Leaf collection will occur at the curb on the regular scheduled pick up day for trash and recycling. All leaves are to be bagged the bags shall not be tied shut and can be placed at the curb. There is no limit to the number of leaf bags that can be placed at the curb.



**Advanced Disposal**

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4. **Monthly Electronics Collection:** On a monthly basis on a day to be designated by the Township, Advanced Disposal shall provide a Gaylord Box for the collection of Covered Devices (TV's monitors, computers, printers). The Township shall make sure the Gaylord Box stays dry over roof and make sure that only covered devices are loaded into the container. When the event has concluded or the box is full, the Township shall contact Advanced Disposal to have the box removed.
  
5. **Customer Notification:** Notification of the new contract shall take place immediately after a contract is executed between Sandy Township and Advanced Disposal. Residents and businesses that are not currently customers of Advanced Disposal will receive a combination of either a mailer or a personal visit to discuss the service options available. It is the intent of Advanced Disposal to have all residents and businesses participating in the mandatory service contract prior to December 31, 2016. Any mailers sent to residents and businesses of Sandy Township will be reviewed with designated Township Officials prior to it being sent.
  
6. **Free Service Containers:** Free service containers that are currently in place will have all charges if any are being billed removed effective October 15, 2016. All other designated free service areas that currently do not have service will have it in place on or before November 15, 2016.

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.

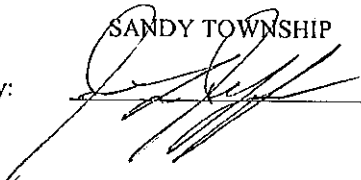
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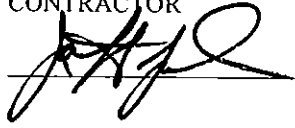
*Sandy Township  
Solid Waste, Recycling, Leaf Collection,  
and Electronic Waste Collection Bid  
CONTRACT*

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  
Attest: James Smatira