

WASTE DISPOSAL AND RECYCLING AGREEMENT

THIS AGREEMENT made this _____ day of April, 2020, by and between the **WARREN COUNTY SCHOOL DISTRICT**, of Warren County, Pennsylvania, hereinafter referred to as ----- **“DISTRICT,”**

A N D

ADVANCED DISPOSAL ES SOLID WASTE OF PA, INC., a **Corporation** with an address of **6330 Route 219, Brockway, PA 15824**, hereinafter referred to as -----
----- **“ADVANCED DISPOSAL.”**

WHEREAS, the District, in the conduct of its normal affairs, requires waste disposal and recycling services for the various buildings operated by the District; and

WHEREAS, Advanced Disposal was the lowest responsible bidder that possesses the equipment, qualifications, and expertise necessary to provide the services and is willing to provide the services to the District in accordance with the following terms and conditions.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. The agreement between the Parties shall consist of this agreement, the Bid Package dated March 3, 2020, and Advanced Disposal’s Bid Form dated March 2, 2020 (which is attached hereto as Exhibit A). Said documents are collectively referred to hereinafter as “the Agreement.” In the event of a conflict between the terms of this agreement and the terms of the Bid Package, the First Addendum to the Bid Package, the Second Addendum to the Bid Package, or Advanced Disposal’s Bid Form, the Parties agree that the terms of this agreement shall control.

2. Advanced Disposal shall provide the following containers at the following facilities and provide pick up and removal services for each location:

A. Sheffield Area Middle/High School & Sheffield Area Elementary School: 6760 Route 6; Sheffield, PA 16347 (Sheffield Township)

Trash: Pick-up 2x per week: 1 – 6 yd. compactor (must be bear proof)

B. Sugar Grove Operations Center: 101 School St.; Sugar Grove, PA 163503 (Sugar Grove Township)

Trash: Pick-up 1x per week: 1 – 6 yd. container

C. Beaty-Warren Middle School: 2 East Third Ave.; Warren, PA 16365 (City of Warren)

Trash: Pick-up 2x per week: 1 – 8 cu. yd. compactor

Single Stream (No Sort) Recycling: Pick-up 1x per week: 2 – 6 cu. yd. containers

D. Warren Area High School: 345 East Fifth Ave; Warren, PA 16365 (Glade Township)

Trash: Pick-up 2x per week: 1 – 6 cu. yd. compactor

E. Warren Area High School Shop: 345 East Fifth Ave; Warren, PA 16365 (Glade Township)

Trash: Pick-up 2x per week: 1 – 6 yd. container

F. Warren County Career and Technology Center: 347 East Fifth Avenue; Warren, PA 16365 (Glade Township)

Trash: Pick-up 2x per week: 1 – 6 yd. compactor

G. Warren Area Elementary Center: 343 East Fifth Ave; Warren, PA 16365 (Glade Township)

Trash: Pick-up 2x per week: 1 – 6 cu. yd. compactor

Trash: Pick-up 2x per week: 1 – 6 cu. yd. container

H. Youngsville High School: 227 College Street; Youngsville, PA 16371 (Youngsville Borough)

Trash: Pick-up 2x per week: 1 – 6 cu. yd. compactor

I. Youngsville Elementary/Middle School: 232 Second St.; Youngsville, PA 16371 (Youngsville Borough)

Trash: Pick-up 2x per week: 1 – 6 cu. yd. compactor

J. Eisenhower Middle/Senior High School and Eisenhower Elementary School: 3700 Route 957; Russell, PA 16345 (Farmington Township)

Trash: Pick-up 1x per week: 4 – 8 cu. yd. containers

K. WCSD Central Office & Learning Enrichment Center: 6820 Market Street; Russell, PA 16345 (Pine Grove Township)

Trash: Pick-up 2x per week: 1 – 6 cu. yd. compactor

The District reserves the right to add or remove trash or recycling containers at any of the above locations at its sole discretion and in accordance with the per unit price schedule contained in Advanced Disposal's Bid Form (A copy of which is attached hereto as Exhibit A).

3. The initial term of the Agreement shall be for a period of 5 years as follows:

- a. Year 1: May 1, 2020 through April 30, 2021
- b. Year 2: May 1, 2021 through April 30, 2022
- c. Year 3: May 1, 2022 through April 30, 2023
- d. Year 4: May 1, 2023 through April 30, 2024
- e. Year 5: May 1, 2024 through April 30, 2025

4. In exchange for the services provided by Advanced Disposal to the District in accordance with the terms of the Agreement, the District agrees to pay Advanced Disposal

\$55,384.00 for Year 1, \$55,384.00 for Year 2, \$55,384.00 for Year 3, \$55,384.00 for Year 4 and \$55,384.00 for Year 5. Advanced Disposal shall submit written invoices by the 25th of each month for services rendered. Extra pickups or other services shall be shown on separate line items. The District shall process the invoices with other monthly bills, which are submitted to the District's Board of School Directors for approval at its regularly scheduled meetings, which are traditionally held the second Monday of each month. Payments will be mailed after Board approval, and the District shall not be charged interest, a late fee, or any other penalty of any kind so long as an invoice is paid by the District within 60 days of the receipt of said invoice.

5. The District shall have the option to renew the Agreement on an annual basis for two additional years following completion of the fifth year of the Agreement. In the event that the District elects to exercise its renewal option, the District shall provide Advanced Disposal with written notice of its intent to renew by April 15th of the year preceding the relevant renewal year. In the event that the Agreement is renewed by the District, the Parties agree that the terms of the Agreement shall remain in full force and effect during the duration of the renewal period, with the only modification being that the compensation paid by the District to Advanced Disposal shall be as follows:

A. If the District exercises its option for the renewal period of May 1, 2025 through April 30, 2026, the annual contract amount for that term will be the annual contract amount for the May 1, 2024 through April 30, 2025 contract term (\$55,384.00, as specified in section 4 of this agreement), increased by the lesser of (a) three percent (3%) or (b) the 2024-2025 Act 1 Index applicable to the District, as published by the Pennsylvania Department of Education.

B. If the District exercises its option for the renewal period of May 1, 2026 through April 30, 2027, the annual contract amount for that term will be the annual contract amount for the prior year, increased by the lesser of (a) three percent (3%) or (b) the 2025-26 Act 1 Index applicable to the District, as published by the Pennsylvania Department of Education.

6. The exact dates and times of the scheduled collections and removals (see Section 1 of this agreement) shall be proposed by Advanced Disposal and subject to the approval of the

District. In proposing the exact dates and times relative to the collection and removal schedule, Advanced Disposal agrees to avoid conflict with the District's schedule, to comply with all local and municipal requirements, and to ensure that no collection or removal occurs before 6:00 a.m. unless specifically requested by the District's Director of Buildings and Grounds.

7. Advanced Disposal shall provide all necessary labor, materials, containers and equipment for the collection, removal and proper disposal of all trash and recyclables.

8. No charge will be allowed for federal, state or municipal sales or excise taxes for which the District is exempt by law. Exemption certificates, if required, will be furnished on forms provided by Advanced Disposal.

9. Advanced Disposal shall utilize techniques generally acceptable for the removal of trash and the recycling of materials. Should the District install "dumpster enclosures" (at the District's cost), Advanced Disposal will be required to properly open and re-secure the enclosure gates or doors during collections.

10. Advanced Disposal shall supply all trash and recycling containers free of charge. Containers may be front end, side, or rear loading containers. At each location (see Section 2 of the Agreement), Advanced Disposal shall place all containers in designated removal areas, as determined by the District. All containers shall be scrubbed clean, repaired, repainted, and sanitized by Advanced Disposal at least once per contract year and additionally upon the request of the District. Advanced Disposal shall ensure that all containers have operable covers with locking lids that are in good working order at all times. Advanced Disposal shall ensure that all doors and hardware are in good working order at all times. Advanced Disposal shall ensure that all containers are constructed of high quality steel with one-piece fronts, bottoms and backs for added strength to prevent leakage. Advanced Disposal shall ensure that all side section seams are continuously welded and all points of stress are welded with extra heavy bead. With regard to only those containers for recyclables, said containers may be heavy duty plastic with tight fitting lids.

11. The District reserves the right to relocate the removal area at no additional cost to the

District. The District will notify Advanced Disposal in writing two weeks prior to the effective date of the relocation. Advanced Disposal shall relocate all containers prior to the effective date of the relocation.

12. Advanced Disposal shall, at the time of collection and at no additional charge to the District, remove any additional refuse that is in plastic bags and located next to the containers. Any and all debris (including liquids) in the removal areas shall be picked up and broom cleaned by Advanced Disposal prior to leaving the removal area.

13. From time to time the amount of trash, waste or recyclables generated may necessitate additional pickups by Advanced Disposal. The District will call Advanced Disposal to request additional pickups on a per school location basis. Additional pickups will be based on Advanced Disposal's unit prices as set forth in Advanced Disposal's Bid Form (a copy of which is attached hereto as Exhibit A), unless such prices are rejected by the District. In the event of said rejection, the District shall retain the right to contract with a third party relative to the additional pickups.

14. The District reserves the right to deduct, from Advanced Disposal's invoice, charges for each failure to pick up trash, garbage, or recyclables as specified and charges for each failure to keep the removal areas clean of debris. Said deductions, when applicable, shall be based upon the unit prices provided by Advanced Disposal in its Bid Form (a copy of which is attached hereto as Exhibit A).

15. In the event Advanced Disposal fails to perform in accordance with the Agreement for three consecutive business days, the Agreement will automatically terminate with no action being required of either party, and any monies due Advanced Disposal will be applied by the District towards the costs incurred by the District to have the waste and recyclables removed from the schools. Additionally, the District shall be entitled to pursue all damages permitted by law, including but not limited to, any additional costs that the District incurs to have another contractor provide the services encompassed by the Agreement for the remainder of the term of the Agreement.

16. All trucks (compactors or others) used by Advanced Disposal to pick up trash, garbage or recyclables shall be water tight to prevent spillage of liquid at the removal areas. All trucks used by Advanced Disposal shall be in good condition and, in the event of vehicle breakdown(s), Advanced Disposal will be responsible for providing a replacement vehicle to remove the waste and recyclables at no additional cost to the District.

17. Advanced Disposal shall be responsible for promptly repairing, at its sole expense, any damage to District property resulting from the services provided by Advanced Disposal in accordance with the Agreement.

18. Advanced Disposal shall dispose of all solid wastes generated by the District as defined by the Pennsylvania Solid Waste Management Act, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), or any other applicable law, regulation, statute or ordinance governing the disposal of waste generated. It is understood that such solid waste generated by the District shall not be deemed hazardous, residual or demolition waste within the meaning of the Pennsylvania Solid Waste Management Act and its attendant regulations. Specifically, it is not intended that the Agreement govern the disposal of concrete, hazardous substances, chemicals, tires or other items not permitted to be disposed in a municipal or solid waste landfill.

19. The solid waste and recyclables generated by the District shall be disposed of in accordance with all applicable federal, state and local requirements including, but not limited to, the requirements of the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, Warren County and local municipalities. Advanced Disposal shall arrange for proper disposal of the solid waste and recyclables at landfill facilities or other appropriate facilities. Advanced Disposal will advise the District of all disposal locations. Advanced Disposal hereby represents and warrants that all landfill facilities and recycling facilities used by Advanced Disposal shall be properly licensed, permitted and authorized to receive and dispose of the solid waste and recyclables generated by the District. Advanced Disposal further represents and warrants that it has inquired of the individual(s) responsible for the facilities as to whether they are capable of receiving the type of waste and recyclables generated by the District

and have been informed by the individual(s) responsible for the facilities that the facilities are capable of receiving the type of waste and recyclables generated by the District.

Advanced Disposal shall advise the District immediately (within one working day) and in writing if Advanced Disposal receives notice or otherwise becomes aware of any of the following:

- (a) a violation of any legal requirement of the facility or its owner or operator;
- (b) a suspension or loss of authority at the facility to receive the waste or recyclables; or
- (c) that the facility is receiving waste or recyclables that it is not capable of disposing of under law.

In such event, Advanced Disposal shall immediately cease delivery of the District's solid waste or recyclables to the facility and the District may, by written notice to Advanced Disposal, demand that Advanced Disposal make arrangements for disposal at a different facility that meets the requirements set forth herein. Advanced Disposal shall, no later than five days after receipt of such notice from the District, select a new facility and advise the District in writing of the name and location of the new facility. No price adjustment will be permitted in the event such a change is necessary.

20. Quarterly, and at no additional cost to the District, Advanced Disposal will provide the District with documentation reflecting the weight of recycled materials.

21. From time to time, the District may have the need for roll-off containers. The District, in the event of such need, reserves the right to acquire the roll-off containers from either Advanced Disposal or another provider. In the event the District acquires roll-off containers from Advanced Disposal, Advanced Disposal shall provide the roll-off containers in accordance with the unit prices quoted by Advanced Disposal in its Bid Form (a copy of which is attached hereto as Exhibit A).

22. Advanced Disposal shall obtain, at its sole expense, a Contractor's Bond in an amount

that is acceptable to the District prior to the commencement of work under the Agreement and ensure that said Bond remains in effect until the District informs Advanced Disposal in writing that the Bond may be released. Said Contractor's Bond is attached hereto as Exhibit B.

Advanced Disposal shall also obtain, at its sole expense, insurance policies in the types and amounts indicated below prior to the commencement of work under the Agreement and ensure that said policies remain in effect throughout the duration of the Agreement or until the completion of all duties to be performed by Advanced Disposal in accordance with the Agreement, whichever shall occur later. The amounts of said insurance, without deductible, shall be as follows:

(1) General Liability Insurance protecting against liability due to injury or death to persons and damage to property shall be not less than \$3,000,000.00 as to each occurrence and \$3,000,000.00 aggregate.

(2) Automobile Insurance protecting against injury or death to persons and damage to property shall be not less than \$3,000,000.00 aggregate.

(3) Workers' Compensation – In accordance with statutory Pennsylvania limits.

Said insurance shall protect both Advanced Disposal and the District from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from Advanced Disposal's operations and performance in accordance with the Agreement. Each policy of insurance herein mentioned shall carry with it an endorsement to the effect that the insurance carrier will convey to the District, by certified mail, written notification of any proposed modifications, alterations, or cancellations at least thirty (30) days prior to the effective date of any such modification, alteration or cancellation. All insurance policies required of Advanced Disposal under the terms of the Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against the District, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance. Certificates evidencing

said insurance have been submitted to the District and are attached hereto as Exhibit C.

23. Advanced Disposal shall defend, indemnify and hold harmless, the District, its officers, employees and agents, for any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damages and expenses including, without limitation, reasonable attorney's fees, and liabilities of every kind and character resulting from claims, suits or actions brought or asserted by any person or entity based upon any alleged injury to or death of any person or damage to or loss of any property or violation of any law or regulation that may occur or that may be alleged to have been caused by or resulting from or arising out of Advanced Disposal's performance of services under the Agreement. Advanced Disposal's duties and obligation in accordance with this provision shall survive the termination of the Agreement and shall cover all claims, regardless of when they are asserted.

24. Advanced Disposal agrees to abide by all federal, state and local laws, regulations and ordinances during the performance of the Agreement. Advanced Disposal further agrees, in accordance with paragraph 23 of this agreement, to be solely responsible for and to hold harmless, indemnify and release the District, the District's employees and agents for any death, personal injury, injury to property, financial loss or cause of action of any kind that may arise in favor of any person or entity as a result of Advanced Disposal's failure to abide by any federal, state, or local law, regulation or ordinance. Advanced Disposal's duties and obligations in accordance with this provision shall survive the termination of the Agreement and shall cover all claims, regardless of when they are asserted.

25. Advanced Disposal agrees that in the hiring of employees for the performance of work or services under the Agreement, Advanced Disposal shall not by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work or services to which the employment relates. Neither Advanced Disposal nor any person on Advanced Disposal's behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work or services under the Agreement contract on account of race, creed or color. Advanced Disposal agrees that there may be deducted from the amount payable to Advanced Disposal under the Agreement a penalty of five dollars for

each calendar day during which a person was discriminated against or intimidated in violation of this provision. Advanced Disposal further agrees that the Agreement may be terminated and all money due or to become due to Advanced Disposal may be forfeited for a second or any subsequent violation of the terms and conditions of this provision.

26. In addition to the termination provisions contained in Sections 15 and 25 of this agreement, the District may terminate the Agreement without penalty and for any reason upon 60 days written notice of said termination to Advanced Disposal.

27. The Parties agree that they conduct completely separate businesses or affairs; are separate entities; are not partners or joint venturers in any sense whatsoever; and that Advanced Disposal's agents, employees, owners, and officers are independent contractors, and not employees of the District.

28. Neither the Agreement nor Advanced Disposal's rights or obligations under the Agreement may be assigned to any other party without the prior written consent of the District.

29. Any Notices required to be provided to the District in accordance with the Agreement shall be sent by certified mail to: Director of Buildings and Grounds, Warren County School District, Central Administrative Offices, 6820 Market Street, Russell, PA 16345.

Any Notices required to be provided to Advanced Disposal in accordance with this Agreement shall be sent by certified mail to: **Mr. Ed Yahner, General Manager, Advanced Disposal, 6330 Route 219, Brockway, PA 15824.**

30. There are no understandings between the Parties regarding the Agreement other than those set forth in the Agreement, and there have been no promises, inducements, or commitments made in conjunction with the Agreement which are not explicitly set forth in the Agreement. The Agreement may be amended, modified, or waived only by a separate written agreement signed by all Parties.

31. If any paragraph or term of the Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.

32. The Parties agree that the Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and that any cause of action pursuant to the Agreement shall be filed, tried and litigated exclusively in the State Courts, Federal courts, and Magisterial Districts having jurisdiction over Warren County, Pennsylvania.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused the foregoing Agreement to be executed the day and year first above written.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

By: _____

President, Board of School Directors

ADVANCED DISPOSAL SERVICES

By: _____

Title: