

WASTE DISPOSAL SERVICE CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, by and between the CHARTER TOWNSHIP OF YORK, Milan, Michigan, (hereinafter called the TOWNSHIP), and _____, (hereinafter called the CONTRACTOR),

WITNESSETH

In consideration of Contractor's payment of the required license fee in accordance with the Township's Waste Disposal Ordinance and the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

- 1.** The CONTRACTOR is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the TOWNSHIP and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide municipal solid waste collection, removal and disposal services to perform all of the work called for and described in Exhibit "A".
- 2.** The CONTRACTOR shall provide the services called for and described in Exhibit "A" at the agreed rates set forth therein for the five (5) year term of the CONTRACT.
- 3.** The TOWNSHIP may terminate this CONTRACT upon sixty (60) days prior written notice to the CONTRACTOR to be given only after the first full twelve (12) months of service under the five (5) year term. Unless otherwise terminated under the terms herein, this CONTRACT is in effect from _____ through _____.
- 4.** The Contract Documents shall include the following documents, and this CONTRACT does hereby expressly incorporate same herein as fully as if set forth verbatim in this CONTRACT:
 - a.** The CONTRACT;
 - b.** The resolution of the TOWNSHIP Board ordering or authorizing the work and services contemplated herein;
 - c.** Any written addenda or changes to the foregoing documents agreed to by the parties hereto; and
 - d.** Certificate of Insurance:
 - i.** CONTRACTORS LIABILITY INSURANCE. The CONTRACTOR shall procure and shall maintain during the life of the CONTRACT, for each vehicle, public liability and property damage insurance in an amount not less than \$1,000,000.00 for injuries including accidental death to each person and in an aggregate amount of not less than \$5,000,000.00 on account of each occurrence, and property damage insurance in an amount of not less than \$500,000.00 for each occurrence, and an amount of not less than \$1,000,000.00 aggregate. CONTRACTOR shall also carry general business liability insurance including completed operations and contractual liability coverage with minimum

coverage of \$1,000,000.00 per occurrence and not less than \$5,000,000.00 in the aggregate, and contractual liability insurance of not less than \$500,000.00 and \$1,000,000.00 in the aggregate. The Charter Township of York shall be named as an additional insured party under such insurance policies.

- ii.** WORKERS COMPENSATION INSURANCE. The CONTRACTOR shall procure and shall maintain during the life of the contract, employee liability and workers compensation insurance, in compliance with the laws of the State of Michigan for all of its employees who will be engaged in work on the project under this CONTRACT. In case any work is sublet, the CONTRACTOR shall require the sub-contractor to provide employer's liability and worker's compensation insurance as outlined above for all of it's employees who are engaged in such work.

5. CONTRACTOR agrees to strictly comply with and conform to all provisions of the Contract Documents. No amendments to this CONTRACT shall be made except upon written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

6. This CONTRACT is entered into subject to the following conditions:

- a.** The CONTRACTOR shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in and required under the TOWNSHIP's Waste Collection Disposal Ordinance and this CONTRACT.
- b.** The CONTRACTOR is not liable for failure to wholly perform the duties under this CONTRACT if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other similar circumstance beyond the reasonable control of the CONTRACTOR.
- c.** In the event any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not effect the validity or enforceability of any other provision or portion of the Contract Document.
- d.** The CONTRACTOR hereby agrees to indemnify and hold harmless the Charter Township of York, it's officers, employees, and agents from all claims, suits, or actions of any kind and character made upon or brought against the said TOWNSHIP, it's officers, employees, and agents for and on account of any injuries or damages received or sustained by any person or persons which are in whole or in part caused by negligent acts or omissions on the part of said CONTRACTOR, it's servants, agents, employees, and subcontractors in doing the work and rendering the services herein contained, and also from all claims of damage for infringement of any patent in filling this contract. This indemnification shall include attorney fees and costs and all other expenses incurred in the defense of any claim, suit or action of every kind and character. Provided, however, that this paragraph shall not be construed to include the reimbursement of attorney fees or expenses incurred by any insurance carrier of the TOWNSHIP for such matters for which the insurance carrier enters into the defense of any litigation on behalf of the TOWNSHIP and retains an attorney and incurs costs and attorney fees and expenses by reason of such defense. Additionally,

CONTRACTOR shall at all times indemnify and hold the TOWNSHIP harmless from all just claims incurred by or contracted for by the CONTRACTOR, including but not limited to, claims of all employees and mechanics for labor that shall be performed, claims for payment of material and equipment purchased, claims for the payment of material and equipment leased or rented. It is understood and agreed that in no instance shall the CONTRACTOR indemnify the TOWNSHIP, it's employees, or agents from their own negligence.

IN WITNESS WHEREOF, we, the contacting parties, by our duly authorized agents, hereto affix our signatures and seals at York Township, Michigan as of this _____ day of _____ 2007.

WITNESSES

(Type/Print Witness Name)

(Type/Print Witness Name)

CONTRACTOR

(Type/Print Contractor Name)

By: _____

(Type/Print Name)

Its: _____

CHARTER TOWNSHIP OF YORK

By: _____
Joseph B. Zurawski
Its: Supervisor

EXHIBIT "A"

CONTRACT FOR SOLID WASTE COLLECTION & DISPOSAL

WEEKLY CURBSIDE COLLECTION

A. CONTRACTOR shall provide for collection of Residential municipal solid waste on a weekly basis and shall furnish such trash containers and receptacles to residences as are reasonably necessary in accordance with Section 7(G)(7) of the York Charter Township Waste Collection and Disposal Ordinance. There shall be no limit to the amount of waste set out for collection.

B. CONTRACTOR shall provide for collection and processing of the following recyclable materials: old newspapers; cardboard; office paper; paper advertising material; newspaper inserts; magazines; #1 (Pete) and #2 (HDPE) plastic bottles and containers; tin cans, aluminum cans and containers; and clear, green, and brown glass. CONTRACTOR shall provide instruction to customers that all tops should be removed and labels peeled off cans and containers, if possible, and that recyclables be placed in approved recycling bins. CONTRACTOR shall also provide for collection and processing of compostable yard waste. CONTRACTOR shall provide instruction to customers that yard waste must be placed in brown kraft paper compost bags, or in a trash container clearly marked "compost". CONTRACTOR shall provide instruction to customers that brush and tree trimmings shall be tied in bundles not to exceed four (4') feet in length, and which do not exceed 60 pounds in weight.

C. CONTRACTOR may assess an additional service charge of \$10.00 for pickup and disposal of white goods and/or appliances. Except as otherwise provided in this paragraph, it is understood and agreed by and between the parties hereto that the CONTRACTOR will not claim or be entitled to any compensation in excess of the approved rate schedule stated herein. It shall be presumed that any and all work is done as part of this CONTRACT, and compensation for the same is included in the amount to be paid monthly.

D. CONTRACTOR shall furnish ninety-gallon curb carts to each residence.

E. CONTRACTOR shall invoice residents directly. Residents will be invoiced quarterly in advance of the service delivery and in accordance with the following rate schedule.

Year one _____ per month

Year two _____ per month

Year three _____ per month

Year four _____ per month

Year five _____ per month

F. CONTRACTOR will assume all costs and retain all revenues associated with the processing of recyclables.

- G.** CONTRACTOR shall undertake an education program within the TOWNSHIP to acquaint the residents with the program being offered. Fliers showing the route days and techniques for recycling shall be distributed by CONTRACTOR when the recycling bins are delivered. In addition, a letter explaining York Township's solid waste and recycling programs shall be delivered by CONTRACTOR to each residence. Included in the letter will be a listing of the Holidays which will be observed and cause the collection to be delayed until the following day. CONTRACTOR employees should be prepared to meet with citizen groups to discuss the proposed program and other solid waste issues. CONTRACTOR should also be prepared to work directly with York Township officials in communicating the advantages of this program.
- H.** CONTRACTOR shall pick up York Township Government waste at locations provided at no cost to the TOWNSHIP. CONTRACTOR will provide dumpsters at these locations at no cost to the TOWNSHIP throughout the term of this CONTRACT.
- I.** CONTRACTOR shall pick up highway trash at locations specified by the TOWNSHIP as part of this CONTRACT.
- J.** COLLECTION FREQUENCY - Residential. All garbage, rubbish, and recyclables shall be collected once each week from each residence by the CONTRACTOR. The CONTRACTOR shall collect at each single residence all garbage, rubbish, and recyclables contained and placed in accordance with the Township's Waste Collection and Disposal Ordinance in plain view along the curb or roadside for collection.
- K.** DAYS OF COLLECTION - Collection shall be scheduled for one (1) weekday each week except where, due to holiday or unforeseen circumstances, it is necessary to work Saturday. In no case will collection be permitted on Sunday unless approved in writing by the Township Supervisor. Collection shall occur on Monday unless otherwise agreed to, in writing, by the Township Supervisor.
- L.** HOURS OF COLLECTION - The collection shall not begin before 7:00 AM unless special permission is granted by the Township Board.
- M.** COLLECTION ON HOLIDAYS - Rubbish and recyclables will not be collected on official holidays which at this time include the following: New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Where the schedule is interrupted because of a holiday or other factor that causes a delay in the normal collection schedule, the CONTRACTOR shall make pickups on a schedule of one (1) day late and shall return to the regular schedule the following Monday.

All rubbish and garbage normally scheduled for pickup on the day upon which a holiday falls must be picked up before starting the pickup ordinarily scheduled for the day following the holiday.

- N.** SCHEDULES AND ROUTES - The CONTRACTOR shall forthwith deposit and furnish the TOWNSHIP with a schedule of routes and days on which the routes will be worked. The schedule of routes must be

approved and may be altered by the Township Supervisor or other designated official on reasonable advance notice to the CONTRACTOR.

- O.** COLLECTION TRUCKS AND EQUIPMENT - The CONTRACTOR shall make all collections required hereunder and shall transport the same to the disposal grounds and recycling facilities in and by the use of modern, sanitary, motor propelled, collection units that are metal, enclosed, water tight, "packer type" collection units.

Each collection vehicle shall be kept in a safe and sanitary condition at all times and places, and to insure compliance herewith, CONTRACTOR agrees that the Township shall have the right to inspect the CONTRACTOR'S collection vehicles at any time to ascertain such safe and sanitary conditions.

The CONTRACTOR shall keep collection vehicles uniformly identified, well painted and washed.

CONTRACTOR and any agent or employee of CONTRACTOR shall not drive or move a vehicle on any street unless it is so constructed and loaded as to prevent its contents from dropping, sifting, leaking, blowing off or otherwise escaping or spilling from the vehicle. CONTRACTOR agrees that any spillage shall be immediately picked up and removed by CONTRACTOR or the agents or employees of CONTRACTOR.

All vehicles shall be capable of receiving and transmitting radio communication and should be in constant contact with their dispatcher.

- P.** STATUS OF CONTRACTOR - It is expressly agreed and understood that the CONTRACTOR is in all respects an independent contractor as to work done under this CONTRACT, notwithstanding that in certain respects the CONTRACTOR is bound to follow the direction of the TOWNSHIP. The CONTRACTOR is in no respect an agent, servant, or employee of the TOWNSHIP.

- Q.** EMPLOYEES - The CONTRACTOR shall employ in all areas of his work only competent and trustworthy persons, including reliable foremen. Should the TOWNSHIP at any time give reasonable notice in writing to the CONTRACTOR, or his representative, that the work behavior on the job of any employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper orders, or in any way detrimental to the satisfactory progress of the work, the CONTRACTOR shall cease using said employee to perform tasks in connection with this CONTRACT.

The CONTRACTOR shall furnish its employees with uniforms which shall be as neat and clean as circumstances permit.

In performing their duties in connection with this CONTRACT, employees of the CONTRACTOR shall respect the property rights of the property owner. Employees shall not trespass or litter across property to adjoining premises or meddle or tamper with property which does not or should not concern them.

- R.** CARE AND DILIGENCE - The CONTRACTOR shall exercise all reasonable care and diligence in handling refuse and garbage containers. The CONTRACTOR shall replace emptied containers in an upright position with the lids replaced thereon.

All complaints received by the Township from any person concerning collection and removal of refuse will be referred to the CONTRACTOR. CONTRACTOR agrees that every complaint shall be investigated, and where the same involves a failure to collect refuse or recyclable material required to be collected under

this CONTRACT, the CONTRACTOR shall make the required collection before 7:00 PM of the same day and under no circumstances shall the collection be made more than twenty-four (24) hours after receipt of such notice except when the collection schedule has been altered due to holidays or unforeseen circumstances. In the event that an extra or emergency collection is required by this paragraph, the CONTRACTOR shall not be required to use a collection unit of the “packer type”, but rather, may use a small pickup truck to make such collection.

WITNESSES

(Type/Print Witness Name)

(Type/Print Witness Name)

CONTRACTOR

(Type/Print Contractor Name)

By: _____

(Type/Print Name)

Its: _____

Dated: _____

CHARTER TOWNSHIP OF YORK

By: _____

Joseph B. Zurawski

Its: Supervisor

Dated: _____