

VILLAGE OF PINCKNEY
SOLID WASTE, RECYCLING & YARD WASTE COLLECTION
AGREEMENT FOR RESIDENTIAL CUSTOMERS

THIS AGREEMENT (the "Agreement") made and entered into on this ____ of March 2022, by and between the Village of Pinckney, a Michigan municipal corporation, of 220 S Howell Street, Pinckney, Michigan 48169 (hereinafter referred to as the "Village"), and Granger Waste Services, a Michigan corporation, of 16980 Wood Road, Lansing, Michigan 48906 (hereinafter referred to as the "Contractor").

TERM:

The term of this Agreement shall begin on July 1, 2022 (the "Effective Date") and shall expire on June 30, 20XX.

This Agreement may be extended upon mutual written agreement by the Village and Contractor.

SCOPE OF WORK:

WHEREAS, the Village desires to secure the services of the Contractor, which include:

1. Residential waste service, including carts, collection, hauling, and disposal of solid waste.
2. Residential recycling service, including carts, collection, hauling, and recycling of materials.
3. Residential yard waste service, collection, hauling and disposal of yard waste.

WHEREAS, the Contractor desires to provide said services in compliance with the Village ordinances; NOW,

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS

- A. **Waste:** The term "waste" shall include garbage and rubbish, except animal and human excrements.
- B. **Garbage:** The term "garbage" means all animal and vegetable wastes resulting from handling, preparation, cooking, or consumption of foods.
- C. **Rubbish:** The term "rubbish" means non-putrescible solid waste, including broken glass, crockery, bottles, and ashes. Excluded is hazardous waste and yard waste.
- D. **Hazardous Waste:** The term "hazardous waste" shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration or physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment. Contractor reserves the right to define materials that do not meet its waste acceptance guidelines as hazardous or special wastes.
- E. **Recycle Material:** The term "recycle material" is defined as material produced from residential households that includes newspaper, cardboard, metal cans, plastic containers, paper bags, magazines, box board, aluminum, and any other materials that may be deemed by Contractor as recyclable in the future.
- F. **Yard Waste:** The term "yard waste" is defined as brush, tree trimmings, grass clippings, leaves. Excludes rocks, dirt, sod, animal waste, plastic or metal edging.
- G. **Bulk Items:** Bulk items may include but is not limited to household waste typically of a large or bulky nature such as: furniture, bed springs, mattresses, appliances, exercise equipment, and bicycles. Items still containing freon will require an additional charge.
- H. **Street-Side:** Refers to that area within arm's reach of the edge of the traveled path of public streets.
- I. **Residential Household:** The term "residential household" shall mean a single-family occupied dwelling within the limits of Village of Pinckney. Dwellings with three (3) or less separate dwellings connected into one building, will count as separate residential households. Multi-family residential apartments of four (4) or more are considered as commercial buildings and owners are responsible for contracting

separately for solid waste collection services.

J. Municipal Billing: the term “municipal billing” shall mean Contractor will bill the Village for services.

GENERAL DESCRIPTION OF WORK

It is the intent and purpose of the Contractor to provide comprehensive service for the collection, removal, hauling, and disposal of waste from residential households within the Village of Pinckney.

RESIDENTIAL WASTE COLLECTION

Contractor will collect properly prepared and placed waste, once each week, from each occupied residential dwelling within the Village.

RESIDENTIAL RECYCLING COLLECTION

Contractor will collect properly prepared and placed recycling, once every other week, from each residential dwelling within the Village.

RESIDENTIAL YARD WASTE COLLECTION

Contractor will collect properly prepared and placed yard waste, once every other week from April through November, from each residential dwelling within the Village.

COLLECTION SCHEDULE

Contractor will complete all collections for residential waste services once per week, between the hours of 7:00 A.M. and 7:00 P.M. within the Village, except for the interruptions due to holidays or acts of God (weather, etc.). All waste must be properly placed at the street-side for collection no later than 7:00 A.M. on the scheduled day of collection. Contractor reserves the right to collect trash as early as 6:00 A.M. due to circumstances such as, but not limited to, road construction, weather, resolution of service issues, etc.

COLLECTION ROUTES AND SERVICE DAYS

Contractor reserves the right to alter routes to best fit its operations and modify service days. Contractor reserves the right to divide the Village into sections and provide for collections on multiple days during the week.

INTERRUPTED COLLECTION SCHEDULE

No collections of waste will be made on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Where the holiday falls on or before the regular collection day, service will be one day later. If the holiday falls on a Saturday or Sunday, collection schedule will not change. Contractor will maintain a diligent communication plan with residents to communicate and remind of changes in schedules due to holidays, weather, etc. Service may also be interrupted/delayed due to acts of God, (storms, lightning, wind, snow, ice, etc.). The Village will be notified of any service delays/interruptions caused by acts of God.

SOLID WASTE DISPOSAL

All solid waste collected for disposal by Contractor shall be hauled to Granger Wood Street Landfill at 16500 Wood Road, Lansing, Michigan. The Contractor shall assume payment of all related costs/fees, including all tipping fees. The Contractor reserves right to dispose of solid waste at alternate licensed disposal sites and to use transfer stations for intermediate handling of materials.

WASTE ACCEPTANCE

The Village recognizes that the Contractor will collect only items of waste as acceptable to federal laws, state laws, local ordinances, and Contractor's waste acceptance guidelines. Contractor reserves the right to refuse to collect waste that does not conform to federal laws, state laws, local ordinances (including the Village code), and Contractor's waste acceptance guidelines. The Contractor shall not be required under this contract to collect any hazardous or special waste.

CONTRACTOR WASTE ACCEPTANCE GUIDELINES

A. Prohibited Wastes:

The following prohibited wastes cannot be accepted under any condition or from any source:

- Hazardous or toxic waste as defined by local, state or federal laws or regulations (Hazardous

wastes are materials that are ignitable, corrosive, reactive or toxic, as well as listed wastes such as pesticides, herbicides, solvents and their containers.)

- Hazardous waste containers/labels
- Explosives, ammunition and firearms
- Low-level radioactive waste and radioactive labeled containers (including but not limited to TENORM)
- PCBs or materials containing PCBs (including, but not limited to, ballasts and transformers)
- Lead acid batteries
- Lithium-ion batteries
- Liquid wastes (or free liquids)
- Sewage and septic waste
- Oil-based paint
- Used oil
- Hot ashes (including but not limited to cigarette paraphernalia, hot coals, and/or wood)
- Materials that adversely affect the liner of leachate system

B. Conditionally Prohibited Wastes:

The following conditionally prohibited wastes can be accepted if the specific conditions indicated are met:

- Appliances containing Freon (Freon must be removed by a qualified person and have certificate of removal)
- Asbestos (requires proper packaging, handling and manifest)
- Empty drums (must be clean and crushed)
- Medical waste (decontaminated or packaged as required)
- Whole motor vehicle tires (must be cut in half)
- Yard clippings or yard waste (diseased or invasive)

C. Special Wastes

The following special wastes can be accepted if the specific conditions indicated are met:

- Latex or acrylic household paint (must be in non-liquid form)
- Oil filters (must be drained for 24 hours)

WEEKLY RESIDENTIAL WASTE LIMITS

Contractor will collect waste according to the following limits:

<u>Waste Service Type</u>	<u>Limits</u>
96-Gallon Cart Trash Service.....	96-gallon Granger cart (approximately 4-5 bags, weight limit of 200lbs) plus 3 bags on outside of cart. (bags are limited to 30 gallon & 30lb maximum per bag)

If a resident utilizing the 96-gallon cart service has occasional larger volumes of trash than the cart may hold, they may place up to three (3) extra bags to be serviced on the outside of their cart. Any bags in addition to the three (3) extra bags will not be collected unless the resident has scheduled and prepaid with Contractor 48 hours in advance of service.

EVERY OTHER WEEK RESIDENTIAL RECYCLING LIMITS

Contractor will collect recycling according to the following limits:

<u>Recycling Service Type</u>	<u>Limits</u>
96-Gallon Cart Recycling Service.....	96-gallon Granger cart only

WEEKLY RESIDENTIAL YARD WASTE LIMITS

Contractor will collect yard waste according to the following limits:

<u>Yard Waste Service Type</u>	<u>Limits</u>
Yard Waste – 8 Bag Service.....	(8) yard waste bags or (8) bundles, or combination of but not to exceed eight. <i>*No personal containers allowed.</i>

Brush and tree trimmings should be no longer than 4 feet, and less than 2 inches in diameter. Brush and tree trimmings should be tied into bundles no larger than 12 inches in diameter and weighing no more than 30lbs each. Yard waste bags should weigh no more than 30lbs each.

ADMINISTRATIVE SERVICES

Contractor will supply a person of contact from the company to respond to complaints and act as a liaison to the Village. Contractor will respond to requests/complaints to correct missed service within 48 hours of notice from Village representatives.

Billing and Customer Service:

Village will manage all billing to residents. Village will notify Contractor of changes in service, needed cart exchanges and related service issues. Contractor will manage all billing for extra charges, bulk customer inquiries, changes in service, and related customer services.

CONTAINERS

- A. Residential Waste & Recycling: Contractor will provide waste containers and recycling containers for residents at no charge. Personal containers will not be serviced.

<u>Service Type</u>	<u>Container Size</u>
96-Gallon Cart Service.....	96-gallon plastic cart

- B. Location of Containers: All containers and bags shall be placed at the street-side by the resident for collection. All containers and bags shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Containers will be returned to the street-side upright and in similar location after service, except in instances where weather or traffic will potentially move empty containers into the roadway causing a hazard. In these instances, the containers will be placed on their side or similar to help prevent a hazard. In snow, wind, or other inclement conditions, Contractor may place containers on side or similar. Village will work with Contractor to solve issue with streets or alley locations that are blocked by snow, tree limbs, vehicles, construction, etc.

- C. Front of House Service: Due to safety issues, Contractor will not provide service described as both “back door” and “rear yard” service. However, for residents with significant physical limitation, as determined by the Contractor, Contractor will service waste from the front of the house, provided that, the containers or bags are clearly and easily visible from the street, and in the opinion of Contractor, the driveway or pathway is not unduly long or unsafe. The Village expressly approves such service to those residents with significant physical limitations.

- D. Condition of Containers: All containers owned by Contractor for waste collection and recycling collection will be repaired or replaced by the contractor for damage caused by Contractor. Lost containers or damages not caused by Contractor will require \$65 (per cart) for repair or replacement of container billed to the Village. Residents are responsible for the rinsing of any material from the container as needed. Contractor will not replace or exchange containers due to odor. Resident-owned containers are not allowed.
- E. Additional Container:
If a resident has a need for an additional trash container, the resident will contact the Village to set up an additional container at contractual rates to be billed monthly to the Village.
- F. Removal of Container:
If resident moves, container(s) will be left on site by Contractor for new resident or Village DPW can collect.

TERM AND TERMINATION

- A. Initial Term: The initial term of this agreement is XX (5,10) years, commencing on July 1, 2022, and ending June 30, 20XX.
- B. Price Adjustments and Renewal: This agreement may be renewed upon the mutual agreement of the parties herein. Any price adjustments for any renewal terms shall be negotiated and by mutual agreement of the Contractor and Village.
- C. Material Breach of Agreement: In the event of a material breach or material default in the performance of any covenant or obligation of the Village or Contractor under this Agreement, which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law.

FORCE MAJEURE

- A. Neither the Contactor nor the Village shall be liable for the failure to perform their duties or for any resultant damage, loss, etc., if such failure is caused by a catastrophe, strike, riot, war, governmental order or regulations, fine, act of God or other similar contingency beyond the reasonable control of the Contractor or Village.

INSURANCE

- A. The contractor shall, prior to service commencing, obtain and maintain during the execution of the contract, an insurance policy meeting the following requirements and shall provide to the Village a certificate showing the premiums to be fully paid as well as a copy of the applicable policy, including all endorsements. The Village shall be named as an additional insured on the policy.

Insurance Endorsement	Limits Required
(1) Workman's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury Liability	
(a) Except Automobiles	\$1 million each occurrence
(b) Aggregate	\$1 million
(4) Property Damage Liability	
(a) Except Automobiles	\$1 million each occurrence
(b) Aggregate	\$2 million
(5) Automobile	
(a) Bodily Injury	\$1 million each occurrence

(b) Liability	\$1 million each occurrence
(6) Automobile Property Damage	
(a) Liability	\$1 million each occurrence

- B. Proof of Liability Insurance: The Contractor shall furnish to the Village a copy of the policy or policies covering the work as required in the specifications as evidence that the insurance required will be maintained in force for the entire duration of the contract with the Village. The Village must be listed as an additional insured.

INDEMNITY

To the extent permitted by law, the Village agrees to indemnify, hold harmless, and defend Contractor and its subsidiaries, officers, agents, representatives and employees (each a “Granger Indemnified Party”) from and against any and all costs, damages, or liability any Granger Indemnified Party may incur as a result of bodily injury (including death), property damage, or violation or alleged violation of law, arising out of or in connection with (i) any Unacceptable Waste, or (ii) the Village’s negligent acts or omissions or willful misconduct.

To the extent permitted by law, the Contractor agrees to indemnify, hold harmless, and defend the Village, its commissioners, officers, agents, representatives and employees (each a “Village Indemnified Party”) from and against any and all costs, damages or liability any Village Indemnified Part may incur as a result of bodily injury (including death), damage to property, or violation or alleged violation of law, arising out of, or in connection with Contractor’s negligent acts or omissions or willful misconduct in the performance of the work described herein.

Notwithstanding anything to the contrary in this Agreement, the Contractor shall have no obligation to indemnify any Village Indemnified Party to the extent any costs, damages or liability arises out of, or in connection with (i) any Village Indemnified Party’s negligent acts or omissions or willful misconduct, or (ii) Unacceptable Waste. In no event shall the Contractor’s aggregate liability arising out of or related to a claim for indemnity under this Section exceed the aggregate amounts paid or payable to the Contractor pursuant to this Agreement in the 3-month period preceding the event giving rise to the claim. Any claim for indemnity under this Section shall either be asserted in writing against the indemnifying Party within 3 months of the event giving rise to the claim, or shall be barred.

In no event shall either party be liable for loss of use, revenue or profit; diminution in value; or for consequential, incidental, indirect, exemplary, special or punitive damages. in no event shall granger’s aggregate liability arising out of or related to this agreement exceed the aggregate amounts paid or payable to granger pursuant to this agreement in the 3-month period preceding the event giving rise to the claim.

COMPENSATION AND PAYMENT FOR RESIDENTIAL WASTE SERVICES

For the period commencing July 1, 2022, and ending June 30, 20XX (the initial term), the rates in Table A (page X) will be the rates the Contractor bills to the Village.

TABLE A – MUNICIPAL BILLING for Waste Services

INSERT RATE TABLE

HOUSEHOLD COUNT

Rates are quoted for 100% participation. Village will have an annual true-up with Contractor.

PAYMENT SCHEDULE

Village will be invoiced monthly.

EXTRA BAGS

For the period commencing July 1, 2022 and ending June 30, 20XX (the initial term), residents of the Village receive three bags on the outside of a 96-gallon cart per week, any additional bags the Resident is to contact Contractor to schedule and prepay for extra bag(s) removal with a minimum 48-hour notice prior to service. Resident can schedule through calling or emailing Contractor. Any extra bags over the 3 will be charged at Contractors Standard Extra Bag Fee Rate (see Table B).

BULK ITEMS

For the period commencing July 1, 2022 and ending June 30, 20XX (the initial term), residents of the Village will receive one free bulk per week. Resident is to contact Contractor to schedule a bulk removal with a minimum 48-hour notice prior to service. Resident can schedule through calling or emailing Contractor. Any bulks over the one free per week the Resident will pay Contractor’s Standard Bulk Rates (see table B).

COMPENSATION AND PAYMENT FOR BULK & EXTRA ITEMS

For the duration of the contract the Resident will pay Contractor’s standard bulk and extra item rates to the Contractor. Bulks and extra items are to be scheduled and prepaid with Contractor for removal. Bulks and extras will not be removed if not scheduled and prepaid with Contractor. *Rates are subject to change.

TABLE B – Contractor’s Bulk & Extras Rate

STANDARD EXTRA & BULK RATES ON MARCH 1, 2022	RATE
EXTRA BAGS ON OUTSIDE OF CART (if more than 3 bags)	*\$0.77 PER BAG
BULK CHARGE PER LARGE ITEM	*\$40.00 PER ITEM
BULK CHARGE PER SMALL ITEM	*\$10.30 PER ITEM
CARPET ROLL	*\$2.58 PER ROLL
FREON CHARGE	*15.00 PER ITEM

- extra bags must be no larger than 30 gallon and weigh no more than 30lbs each
- carpet rolls must be no longer than 4 feet & no more than 12 inches in diameter

MUNICIPAL FACILITIES

For the period commencing July 1, 2022, and ending June 30, 20XX (the initial term), Village will receive the following services.

INSERT RATE TABLE

ADDITIONAL FEES

Contractor reserves the right to petition the Village for increases in prices due to government taxes, fees, surcharges, fuel costs, etc. Any rate change shall be subject to approval by the Village Council. The Contractor may not assess any rates or fees not so approved.

The quoted rates include all fuel costs with no fuel surcharge. In the event that the cost of diesel exceeds \$4.00 per gallon continuously for three (3) consecutive months, Contractor reserves the right to charge the Village a fuel surcharge per household for each month the price is above \$4.00 per gallon. Pricing shall increase \$0.01 for each \$0.04 increase in diesel fuel above the \$4.00 per gallon. There are no adjustments for fuel below the base amount. The price of diesel fuel shall be determined from the U.S. Department of Energy website using the Midwest Index, at the following (or any successor) website: <https://www.eia.gov/petroleum/gasdiesel/>

Example: The cost of diesel fuel is \$4.40/gallon, the fuel surcharge would be \$0.10 per household, per month above the \$4.00 per gallon base rate.

NON-DISCRIMINATION

- Contractor agrees not to discriminate against any qualified employee of contractor or qualified applicant for employment with contractor on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.
- Contractor shall, when utilizing subcontractors require said subcontractors to include an identical non-discrimination provision in subcontracts.
- Contractor agrees not to discriminate against any resident of the Village on the basis of actual or perceived age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight.

VENUE

This agreement shall be interpreted under the laws of the State of Michigan. Any and all claims, disagreements, lawsuits, actions, litigation, and disputes shall be heard in the Clinton County Courts, State of Michigan.

SEVERABILITY

If any part of this agreement is determined to be invalid, the remaining sections remain in full force and effect.

MODIFICATION

This agreement may not be modified except in writing and signed by both parties herein.

TERMINATION

In addition to the paragraph above entitled "Material Breach", in the event the Contractor should be adjudged bankrupt, make a general assignment for the benefits of Contractor's creditors, if a receiver is appointed to Contractor for purposes of insolvency, or if the Contractor disregards the laws of the State of Michigan, or disregards the ordinances of the Village of Pickney, the Village may, without prejudice to any right or remedy, terminate this contract upon thirty (30) days' notice to the Contractor.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above stated.

ATTEST:

VILLAGE OF PINCKNEY

By: _____

Rebecca Foster
Its: Village President

Date: _____

Date: _____

ATTEST:

GRANGER WASTE SERVICES

By: _____

Todd J Granger
Its: Secretary

Date: _____

Date: _____