

**SOLID WASTE DISPOSAL CONTRACT  
BRISTOL, INDIANA**

This contract made and entered into this 1<sup>st</sup> day of July, 2019, by and between the TOWN OF BRISTOL, INDIANA hereinafter referred to as "TOWN" and BORDEN WASTE-AWAY SERVICE, INC., ELKHART, INDIANA, 46514, hereinafter referred to as "BORDEN".

**WITNESSETH**

For and in consideration of the mutual covenant and agreements herein contained, the parties hereto do mutually agree each with the other as follows:

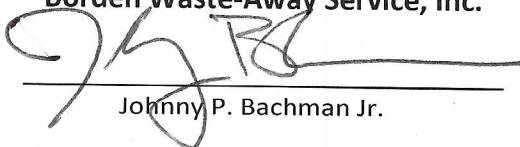
1. The following definitions shall apply wherever used in this contract:
  - A. The word "garbage" as used herein shall mean and comprehend any and all refuse accumulation of animal, fish, fowl, fruit, or vegetable matter that results from the preparation, use or cooking of meats, fowl, fruit or other substances.
  - B. The word "trash" as used herein shall mean and comprehend material (other than garbage) resulting from ordinary household operations including such items as tin cans, bottles, ashes, paper, magazines, corrugated boxes, rags and lawn cuttings.
2. The collection of solid waste by Borden shall be subject to the following conditions during the term of this contract:
  - A. Borden shall make collection of garbage and trash once each week throughout the year.
  - B. All residential trash and garbage to be collected shall be placed for collection by the owner or producer on collection days, in a Waste Cart supplied by Borden at Borden's expense. Ownership of the Waste Cart supplied shall at all times remain with Borden. Risk of loss or damage to the Waste Cart shall be the responsibility of Borden except for damages caused by the resident or the resident's family and guests which shall be the responsibility of the resident. Resident trash and garbage placed in each Waste Cart supplied by Borden shall not exceed two hundred (200) pounds in total weight. Under the terms of this Contract, each residence shall be entitled to one (1) Waste Cart for residential trash and garbage to be collected each week. At the resident's request, additional Waste Carts will be provided by Borden for a monthly fee per additional cart which additional cost shall be the responsibility of the resident. The use of other type containers for apartment complexes or mobile home parks shall be by agreement between the complex or park owner and Borden.
  - C. Collection of all garbage and trash shall be in steel, water-tight, fully enclosed trucks. Said trucks shall be kept at all times in good repair.
  - D. Borden shall be subject to all the rules and regulations of the State of Indiana, concerning the collection, transportation, and disposal of solid waste material and shall assume any applicable fees or charges.

- E. Borden shall take and maintain during the term of this contract suitable liability insurance coverage and shall maintain Workers Compensation Insurance for all employees in carrying out any work related to this contract. Borden agrees to hold harmless the Town of Bristol, Indiana, from any and all liability of any kind or nature as a result of Borden's negligence arising out of the collection of solid waste by Borden within the Town of Bristol, Indiana, in accordance with this agreement.
  - F. The following items shall be excluded from the collection service: furniture, leaves, tires, appliances, concrete, construction or demolition debris, any items which in Borden's sole discretion are too large for or could damage the collection vehicle and any item not acceptable for disposal at the landfill.
  - G. Borden will provide town cleanup services for the Town one or two times per year using roll-off services or curbside item removal as requested by the Town.
3. The Town, in consideration for the above services, agrees to and shall pay to Borden the agreed upon rates as listed in "Attachment A." The fees established by this contract are based upon 609 residences. The number of residences shall be adjusted if annually on July 1<sup>st</sup> in accordance with the number of residences being serviced weekly at that time.
  4. The Town further agrees that in the event the fees to dispose of the Elkhart County landfills are increased during the term of this agreement, a proportional adjustment will be made to the monthly fee.
  5. The initial term of this contract shall be from July 1<sup>st</sup>, 2019 through June 30<sup>th</sup>, 2022 and may continue annually for three one-year extension terms thereafter until either party notifies the other of their intent to terminate. Service shall continue monthly thereafter until either party notifies the other of their intent to terminate. Notification shall be by first class mail and be made a minimum of ninety (90) days prior to such modification or termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above appearing.




**Borden Waste-Away Service, Inc.**

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

  
 Johnny P. Bachman Jr.

**Town of Bristol, Indiana**

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

  
 Cathy Burke  
  
 Deborah Schrock  


## Attachment A

### *Residential Service Rates*

<u>Year</u>	<u>Rate Per Unit</u>	<u>*Monthly Rate</u>
2019	\$9.29	\$5,657.61
2020	\$10.54	\$6,418.86
2021	\$11.79	\$7,180.11
Extension Years		
2022	\$12.15	\$7,399.35
2023	\$12.52	\$7,634.68
2024	\$12.90	\$7,856.10

\*Monthly rate is based on 609 homes serviced. The number of homes and therefore monthly rate may be adjusted as of July 1<sup>st</sup> each year.

### *Town Clean-Up Rates*

#### \*\*Roll-Off Container Service Rates

Haul Rate – \$209.00 per Load  
Disposal Rate – \$36.00 per Ton  
State/District Fees – \$2.10 per Ton

\*\*Rates may be Subject to a 3% per year.

28,500.