



MEMORANDUM

REGULAR CITY COUNCIL MEETING

April 17, 2023, at 7:00 PM

TO: City Council

FROM: Rich LaBombard, City Manager

SUBJECT: Refuse and Recycling Collection and Disposal Services Agreement, Resolution 09-2023

City staff prepared a request for proposal for Refuse Collection and Disposal Services in anticipation of the end of the current refuse and recyclable materials service agreement which expired on November 20, 2022.

On October 6, 2022, two (2) proposals were received and opened publicly. Those proposers were Republic Services and Arrowaste both from Jenison, MI. At the October 17th City Council meeting, both proposer's submittals were reviewed, and Republic Services was awarded refuse collection and disposal services.

The attached Agreement states the collection and disposal schedule and fees for residential and participating units for Domestic Solid Waste, Recyclable Materials, and Hazardous Waste. This Agreement shall be for a term starting December 1, 2022, and ending November 30, 2025. The collection and disposal of yard waste is listed as an optional service. Bulk Waste collection and disposal will continue to be offered annually as a City clean up event for one week in June.

Per Republic Services' request for proposal submittal an Intergovernmental Incentive was not a service they offer.

Sample Motion: I recommend City Council approve Resolution 09-2023 and approve the Refuse and Recycling Collection and Disposal Services Agreement with Republic Services of Jenison, MI.

**CITY OF THE VILLAGE OF DOUGLAS
REFUSE AND RECYCLING COLLECTION AND DISPOSAL SERVICES**

Effective December 1, 2022, this Agreement ("Agreement") is made by and between the City of the Village of Douglas ("the City"), a Michigan Municipal Corporation, with offices located at 86 W. Center St., Douglas, Michigan 49406 and Allied Waste Systems, Inc. DBA Republic Services of Jenison, of 2471 Wilshire Dr, Jenison, Michigan, 49428 ("the Contractor") (together, the "Parties").

RECITALS

WHEREAS, the City, pursuant to Chapter 54: Garbage and Refuse Ordinance ("Ordinance"), is authorized to enter into an exclusive, revocable Agreement to a designated collector, giving it the right, power and authority to collect domestic and/or commercial solid waste, recyclable materials, bulk refuse, and yard waste as described herein within the City. This Agreement is entered into pursuant to such Ordinance, and

WHEREAS, the City has determined that it is in the best interests of and consistent with the health, safety, and welfare of the citizens of the City, to enter into an exclusive revocable Agreement with the Contractor to provide domestic solid waste removal and recyclable material collection service within the confines of the City to the residents, according to the terms and conditions in this Agreement, and

WHEREAS, the City has solicited bids from qualified refuse contractors and afforded all citizens of the City reasonable opportunity to be heard, and has considered the Contractor's proposal documents and other representations regarding its general character, financial condition, legal qualifications, and ability to carry out the service duties required under the Ordinance; and

WHEREAS, the City desires to enter into an exclusive, revocable Agreement with Contractor for the purpose of providing sanitary and satisfactory methods of preparation, collection, transport and disposal of domestic solid waste and materials from residences and participating commercial units within the City, all as provided in this Agreement, and

WHEREAS, the Contractor desires to enter into an Agreement with the City and has agreed to be bound by the Ordinance and this Agreement to provide such collection, transportation, and disposal pursuant to the Contractor's bid proposal, the terms and conditions set forth in the City's Request for Proposal, the Ordinance and provisions of this Agreement (collectively, the "Services"), and

WHEREAS, a building, or portion thereof, designated for occupancy exclusively for residential purposes, and having cooking facilities and separate sanitary facilities, not including a license nursing home ("Residential Unit") and any premises receiving Services from the designated collector as provided for in 54.09 Contracts ("Participating Units") shall be serviced in accordance with the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and considerations set forth herein, the Parties agree as follows:

AGREEMENT

The City of the Village of Douglas Ordinance is incorporated herein, with the Request for Proposal, by reference for such purpose.

A. Definitions

Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Recyclable Material. Recyclable Material consists of any material or substance at the locations where Services will be provided that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass. Recyclable Material specifically includes those materials listed in Ordinance 54.02 Recyclable Materials.

Solid Waste. Solid Waste is any nonhazardous solid waste generated at City's locations where Services will be provided that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

All words or phrases not defined herein shall have the same meaning given to such words and phrases by the Ordinance, as may be amended from time to time. In the event of a discrepancy between the definitions in this Agreement and the Ordinance, the Ordinance shall control.

B. Collection of Domestic Solid Waste, Recyclable Materials, Yard Waste, Bulk Refuse, Hazardous Waste

1. During the term of this Agreement, unless earlier terminated in accordance with the provisions hereof, the Contractor shall have the exclusive, revocable right to provide the Services to Residential and Participating Units in the City.
2. Domestic Solid Waste: The Contractor shall collect, transport, and properly dispose of all Domestic Solid Waste from all Residential Units and other Participating Units within the City and all City facilities (City Hall, Police Department, and Department of Public Works), subject to the terms of this Agreement and Ordinance. The Contractor shall be solely responsible for billing and collecting its charges for such Services. Domestic Solid Waste shall be disposed in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE) or the Michigan

Department of Environment, Great Lakes, and Energy (EGLE). The Contractor will specify the name of disposal sites and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. Domestic Solid Waste shall be separated and contained in an approved container.

3. **Recyclable Materials:** The Contractor shall provide bi-weekly curbside pick-up of Recyclable Materials to all locations receiving Domestic Solid Waste pick-up upon notice from resident that wish to have such service. The Contractor shall collect and transport Recyclable Materials from all Residential Units and Participating Units within the City subject to the terms of this Agreement and Ordinance. Recyclable Materials shall be delivered to an appropriate recycling facility. The Contractor shall be solely responsible for billing and collecting its charges for such Services from such owners or occupants. Contractor shall provide, at a minimum, pickup of the following materials: newspapers, magazines, corrugated cardboard, junk mail, paperboards, all glass bottles and jars, aluminum and steel cans, household plastics #1 thru #7 (with exceptions); and any other material deemed recyclable and mutually acceptable by the City and the Contractor.
4. **Yard Waste:** The Contractor shall collect and transport Yard Waste from all Residential Units and Participating Units within the City subject to the terms of this Agreement and Ordinance. Residential Units and Participating Units must place yard waste in approved bins on the curb for pick-up. Brush and branch clippings may be bundled up and tied into 4-foot lengths no larger than 2-feet in diameter. The bundle may then be placed on the curb. The Contractor shall place all collected yard waste in a compost facility licensed by the Michigan Department of Natural Resources and Environment (DNRE) or the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The Contractor will specify the name of compost facilities to be used and provide copies of the applicable permits & licenses. City representatives may inspect identified compost facilities at any time. Service shall be provided from the first collection date in April through the last collection date in November each year during the term of service. Yard waste shall be separated as required by the City and contained in an approved container. The Contractor shall be solely responsible for billing and collecting its charges for such Services from such owners or occupants. Contractor shall also permit the City to contract independently for composting Services and/or develop proprietary programs for residential composting.
5. **Bulk Refuse Service:** The Contractor shall make available a program for the Residential Units and Participating Units to independently pay and schedule a pickup of bulk items by calling the following number: 877-698-7274.

Hazardous Waste Collection Day: The Contractor shall provide one annual household Hazardous Waste collection day event, to be held on agreed upon dates and at 4368 60th Steet, Holland, MI 49423, during the term of this Agreement with the first collection to be held in 2023. Each Residential Unit and Participating Unit currently receiving Domestic Solid Waste and Recyclable Material services shall be notified of the collection date, time, appropriate materials accepted. Residents wishing to participate in event must go to 4368 60th St., Holland MI 49423 prior to event and register and pickup voucher to be used day of event. If voucher is not picked up prior to event that resident will not be allowed to participate in that year's event. This process helps gauge participation prior to the event to ensure proper coverage. The Hazardous Waste charge is an additional charge above the Domestic Solid

Waste and Recycling Material services fee (see Exhibit A). This service is not open to any commercial or industrial business in the city. The Contractor shall dispose of hazardous items in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE). The Contractor will specify the name of disposal sites to be used and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. All Hazardous Waste shall be separated and collected by collectors privately contracted for by the person who produced the waste and shall otherwise comply with the provisions of this Agreement and the City's Ordinance.

6. Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.

If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Container that contains the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Law and charge the depositor or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste. The City shall provide all reasonable assistance to Contractor in the Contractor's investigation to determine the identity of the depositor or generator of the Unacceptable Waste and the Contractor's efforts to collect the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the City.

7. Homeowner Associations: Associations legally incorporated or not, may have separate service arrangements and separate charges if mutually agreed upon between the City and the Contractor. In the event no agreement can be reached between the Association and the Contractor, the Residential Unit will be billed by the Contractor at the Domestic Solid Waste and Recyclable Material service fee in effect at the time. If an Association utilizes a 2-, 4-, 6-, or 8-yard dumpster for Domestic Solid Waste and/or Recyclable Material, the association will be charged in accordance with Exhibit A.
8. Seasonal Service: A Residential Unit or Participating Residential Unit may subscribe to Seasonal Service at rates set forth in Exhibit A. Seasonal Service shall be in all respects identical to regular service (and any other services for which the Residential Unit or Participating Unit may subscribe) except for the term which shall be from May 1 through October 1 each year.
9. Contractor shall Provide pick-up at the front curb of the Residential Unit or Participating Unit to be served, or in the designated "garbage area" located on the premises provided that such designation meets prior approval of the owner, association, Contractor, and the City.
10. Provide weekly pick-up at all residential condominiums in multiple-family structures in the

City, unless otherwise agreed upon by the City. The Contractor will supply, empty, and maintain an adequate number of fully enclosed metal refuse containers for the storage of refuse at multi-family condominium unit buildings. The Contractor agrees to provide additional pick-ups per week upon request of the property owner. The Contractor agrees that they will bill the property owner directly for this additional service. A single container may service all units in a multiple family condominium, or additional containers shall be provided as needed. The size and number of containers at multiple family condominiums shall be mutually decided by the parties.

11. The Contractor shall not landfill uncontaminated Recyclable Materials. Ownership of Recyclable Materials is vested in the Contractor when the items are placed in the collection vehicle. The Contractor shall be responsible for handling, processing, and marketing the Recyclable Material to the aftermarket and is entitled to all proceeds from the sale of Recyclable Materials. The Contractor shall pick-up Recyclable Materials on the same day as Domestic Solid Waste pick-up. Vehicles used to collect Recyclable Materials will be separate from vehicles used for Domestic Solid Waste pick-up or will be designed specifically to keep waste and recyclables separated in different compartments. All Recyclable Material shall be separated and contained in a recycling container furnished by the Contractor. The City's goal is a 60 percent or higher recycling rate.
12. Private Property Collection and Return Service: Private Property Collection and Return Service is the Contractor's entry of the premises of a Residential Unit or Participating Unit in order to collect Domestic Solid Waste, Recyclable Materials and/or Yard Waste from a designated location and return the empty container(s) to a designated location. Private Property Collection and Return Service is offered for those that are legally disabled for an additional monthly charge (see Exhibit A), with the following guidelines: containers must be located in the open, and in view from the road, driveway cannot be more than 150 feet long or have an excessive incline or decline, and driveway must be cleared of all snow and ice, or debris on day of service or it will not be serviced, and resident shall be required to wait till next service day. This Agreement does not preclude Contractor from making similar arrangements with non-disabled owners or occupants.
13. Route: The Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval. The Contractor may from time-to-time submit changes in routes or days of collection to the City for approval. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected residents. The City may be divided into different days of collection, if necessary, but on the given day for collection, all waste types should be collected at a given address. However, it is preferred that all residential collections be done on the same day of the week.
14. Uniformity of Services: The Contractor shall provide the Services in a uniform manner to all Residential Units and Participating Units. If the Contractor requires Residential Units or Participating Units to enter into a written agreement for any Service provided, Contractor shall do so using a written agreement which comports with this Agreement and the Ordinance and has been approved by the City.
15. Compliance with laws: The Contractor agrees that all Domestic Solid Waste, Yard Waste, and Bulk Refuse collected pursuant to this Agreement shall be disposed of only in licensed landfills and in accordance with all applicable Michigan and federal laws and regulations,

and all ordinances, rules, and regulations of the City. The Contractor agrees that all Recyclable Materials shall be prepared for and delivered to a secondary market (which may include a lawfully operating recycling facility) in accordance with all applicable Michigan and federal law and regulations, and all ordinances, rules, and regulations of the City. The Contractor shall obtain and maintain all licenses, permits, or other approvals required by Applicable Law to perform its Services pursuant to this Agreement. The Contractor agrees that all Services provided herein, including without limitation collection, transportation, and disposal activities shall be conducted in accordance with applicable Michigan and federal laws and regulations, and all ordinances, rules, and regulations of the City.

16. Contractor may provide contracted-for Services to Residential Units or Participating Units for all types of Domestic Solid Waste not directly covered by this Agreement, to be billed by the Contractor to the resident, including large quantities of earth, sod, rocks, concrete, rubble and refuse from the remodeling, construction, and demolition of buildings, excavations, and other materials, except for poisonous and toxic materials and large quantities of liquid requiring tank truck disposal equipment. On request, the Contractor will furnish estimates to residents for the cost of removal of any materials pursuant to this paragraph.
17. Commercial or Industrial Refuse: The Contractor shall not be required under the terms of this Agreement to collect refuse from any commercial or industrial establishment. The Contractor may, at their option, contract with firms, individuals, or agencies for collection service outside the scope of this Agreement, subject to any regulation governing refuse disposal contractors generally, and providing such operation shall not interfere with the satisfactory carrying out of this work under this Agreement.

C. Collection Schedule; Publication of Notice:

1. Domestic Solid Waste collection shall take place each Monday morning not earlier than 7:00 a.m. and not later than 7:00 p.m., except in the event of an emergency when so authorized by the City Manager. Recyclable Materials collection will take place twice per month on a routine schedule coinciding with the Domestic Solid Waste collection. All collection and route schedules and amendments thereto are subject to the prior written approval of the City Manager and shall be filed with the City Clerk. Exceptions to collection hours shall only be made upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to holiday catch-up or unusual circumstances.
2. Regular collection shall not take place on a holiday. In the event a holiday falls on a Monday, the collection service day that week will be on Tuesday. If the holiday falls on any other day, the collection service day will remain unchanged. For purposes of this Section, 'holiday' means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Services may also be interrupted/delayed due to acts of God (weather, etc.).
3. The Contractor shall not make any changes to its schedules or operation affecting the City without receiving written approval from the City Manager at least thirty (30) days prior to the implementation of such a change. The Contractor shall disseminate, at its expense, notices to residents of any changes to the schedule or operation.
4. The Contractor shall offer Yard Waste collection service within the City with a weekly

pickup from April 1 through November 30. If the volume of Yard Waste collected increases enough, as reasonably determined by the City and Contractor, to warrant additional pickups, the City shall coordinate those additional dates with the Contractor, if availability exists from Contractor. Additional charges may be assessed for this service. The Contractor shall monitor and keep a record of the number of yard waste containers being collected. This information shall be made available to the City upon request. Any excess yard waste outside of the 96-gallon container will be charged per yard bag (see Exhibit A) and will be the responsibility of the resident.

D. Container; Method of Collection:

1. The Contractor, at its own expense, shall provide Residential Units and Participating Units with the following:
 - a) 64 or 96-gallon Domestic Solid Waste container(s); and
 - b) 96-gallon Recyclable Materials container(s); and
 - c) 96-gallon containers for Yard Waste upon request.

The Contractor shall provide all containers for Residential Units and Participating Units, whether for domestic solid waste, recyclables, or yard waste, required under this Agreement. The Contractor shall provide one container per Residential Unit or Participating Unit per collection type. Containers shall consist of metal, fiberglass, plastic, or other substantial construction approved by the City. All containers shall have handles, tight fitting covers, and shall not exceed 96-gallons each in capacity. Additional containers that may be requested by Residential Units or Participating Units shall be at the expense of the Residential Unit or Participating Unit and the Contractor shall bill the Residential Unit or Participating Unit directly for additional containers (see Exhibit A). Additional containers shall be billed at a consistent/uniform cost to all Residential Unit or Participating Unit.

The Contractor agrees that a 64-gallon container may contain up to 70 pounds of Domestic Solid Waste. Further, Contractor agrees that a 96-gallon container may contain up to 100 pounds of Domestic Solid Waste or Recyclable Material. The Contractor shall not be required to collect any Domestic Solid Waste or Yard Waste not properly contained in a container or yard bag.

2. The Contractor must exercise due care in preventing damage to containers and shall return containers in an upright position. Residents will be responsible for cleanliness, care, and storage of containers in between pick-up services.
3. Containers damaged through the negligence or carelessness of the owner or occupant of a Residential Unit or Participating Unit shall be replaced by the Contractor and the cost thereof may be charged to the owner or occupant. The Contractor will replace containers which have been damaged by the Contractor's negligence or willful misconduct with an exception to normal wear and tear caused pursuant to the Services provided under this Agreement.

E. Further Obligations of the Contractor:

1. The Contractor shall provide safe, clean, compaction type collection trucks displaying

Contractor's name. All equipment used by the Contractor shall be maintained in a safe and reasonably clean condition and operated in a manner which does not create a nuisance. Collection trucks shall not be parked on City streets except as is reasonably necessary in connection with the provision of Services. Collection trucks of an appropriate size shall be used to provide Services on streets that are narrower than typical City streets. The Contractor shall maintain an adequate number of vehicles and employees to provide the Services.

2. The Contractor shall perform all collection and disposal Services rendered hereunder in a neat, orderly, and efficient manner and shall endeavor to use care and diligence in the performance of this Agreement. All facilities, vehicles, and equipment used by Contractor shall meet all federal and state of Michigan requirements for safety and sanitation. The Contractor shall endeavor to use due care to prevent materials from being spilled or scattered during the transportation process. If materials of any kind are spilled during transportation, the Contractor shall promptly clean up spilled materials.
3. Contractor shall provide neat, orderly, and courteous personnel on its collection crews; and provide courteous and knowledgeable personnel in its customer service function. Contractor personnel shall be dressed in a neat and professional manner and shall carry official company identification and to present it upon request. All vehicle drivers are to carry a valid Michigan State driver's license for the class of vehicle operated and shall obey all traffic regulations, including weight and speed limits. The Contractor shall hire and pay its workers as employees and not as independent contractors. Persons hired by the Contractor shall not be deemed to be employees of or otherwise in any joint venture or other relationship with the City. The Contractor shall comply with all Michigan and federal laws, regulations and executive orders relating to hiring, hours of work, manner of pay, workers' compensation, and unemployment benefits.
4. Provide Services for the collection of bulk refuse. The Contractor shall dispose of bulk items in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE). The Contractor will specify the name of disposal sites to be used and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. All bulk refuse shall be separated and must be removed using an approved method. Approved methods of removal shall be limited to arrangements with the Contractor or private arrangements to transfer the bulk refuse to an appropriate disposal site or facility.
5. Contractor shall conduct two (2) inbound material sampling audits per year at the Recycling Material recovery facility, reporting back to the City contamination rates for the Recyclable Materials collected from City routes and a list identifying principal causes for contamination. Annually, the Contractor shall provide the City with data including total tonnage of waste material collected, total tonnage of Recyclable Material collected, total tonnage of Recyclable Material diverted to a land fill, and resident participation rate in the City's recycling program. Upon request, Contractor shall make available to the City any additional data and/or statistics Contractor has on record relative to the City's provided Services.
6. Contractor shall tag any materials left at the curb indicating why they were not taken, along with a phone number to call the local office for customer questions.

7. Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Agreement.
8. Contractor shall not enter private driveways except as permitted by this Agreement and shall endeavor to take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for repairing or replacing any damage to public or private property caused solely due to Contractor's negligence or willful misconduct, with an exception to normal wear and tear, caused pursuant to the performance of Services under this Agreement. All property which suffers damage caused by the Contractor's negligence or willful misconduct, including sod, mailboxes, Domestic Solid Waste or Recyclable Materials containers, shall be repaired or replaced to equivalent quality at the time of damage at no extra charge to the property owner or the City.
9. Contractor shall prohibit any drinking of alcoholic beverages or use of a controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement. Contractor employees shall be specifically prohibited from driving while impaired by alcohol or any controlled substance. In the event that any of the Contractors employees are deemed by the City to be unfit or unsuitable to perform the Services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon prior formal written request of the City stating the reason of such removal in detail, the Contractor, if such allegations are verified, shall remove such employee from work within the City and furnish a suitable and competent replacement employee.
10. Contractor shall provide a safety plan for emergencies and/or accidents.
11. Contractor shall obtain a business license with the City as provided for in Ordinance Chapter 110 Business Licensing before engaging in the business of collecting, transporting, delivering, or disposing of Domestic Solid Waste, Recyclable Materials, commercial or construction debris, garbage, hazardous, or industrial solid waste in the City.

F. Obligations of the City:

The City will be responsible for uploading the Domestic Solid Waste and Recyclable Materials schedule to the City's website and in the determination of the City a release of any other media article that would assist the Residential Units and Participating Units to gather information concerning the Services.

G. Service Investigation and Complaints:

1. All complaints made directly to the Contractor shall be given courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate; and if such allegations are verified, shall arrange for the collection of the uncollected refuse no more than 48 hours after the complaint is received (weekends excluded). The Contractor shall maintain this toll-free number, 877-698-7274, for this use of Residential Units and Participating Units served under the Agreement. In the event of a billing dispute, Contractor shall respond fully to customer within one week of receiving a complaint.

2. The Contractor shall maintain an adequately staffed office and regular office hours for the receipt of service calls, questions, and complaints regarding the Services. The Contractor agrees to maintain regular contact with the City for the purpose of receiving and responding to such questions and complaints.
3. The Contractor agrees to record all complaints and requests for investigations received at its designated office or at Douglas City Hall on a service investigation system. The service investigation system shall indicate the date and time the complaint or request was received, the date and time the Contractor was notified if such complaint or request for investigation was received by the City, the name, address, and telephone number of the complainant, and the nature of the complaint or investigation. The Contractor shall retain copies of the service investigation and shall supply a copy to the City Manager or his/her designee upon request.
4. Upon receipt of a complaint or request for investigation, Contractor agrees to investigate the incident and take such corrective action as is necessary to comply with its obligations under this Agreement, and all ordinances, rules, and regulations of the City. When the Contractor is at fault due to its negligence or willful misconduct, and the Contractor receives notice of the complaint by 3:00 p.m., corrective action shall be taken within twenty-four (24) hours after the Contractor is notified of the incident. If the Contractor receives notice of the complaint after 3:00 p.m., corrective action shall be taken within forty-eight (48) hours after the Contractor is notified of the incident. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Contractor, the parties shall take mutual decision as to how to redress the complaint.
5. Upon completion of its investigation and the taking of corrective action as required by this Section, the Contractor agrees to record the nature of the corrective action taken and the date and time of such action. The Contractor shall retain the completed service investigation and deliver a copy to the City Manager or his or her designee upon request.

H. Compensation:

1. The Contractor shall directly bill each Residential Unit and Participating Unit for the collection of Domestic Solid Waste, Rear Yard or Private Property Collection and Return Service, and Yard Waste (if requested) in the amounts set forth in the rate schedule sheet incorporated herein and attached as Exhibit A. The Contractor shall include all fees for the collection and disposal of Recyclable Materials and there shall be no separate charge applied to the Residential Units and Participating Units for recycling services.
2. The Contractor shall provide the Residential Units and Participating Units with various choices for subscription service and payments to include:

Payment Terms:

Net 30 days - The Contractor will bill the Residential Unit or Participating Unit the following rates, per Exhibit A, for Domestic Solid Waste and Recyclable Material

Services in advance and shall be paid unconditionally and in full within thirty (30) days from the date of receipt of invoice by the Residential Unit or Participating Unit. All unpaid invoices shall carry interest at the rate of 1.5% per month or, if lower, the maximum rate permitted by Applicable Law, until the balance is paid in full.

Annual - Residential Units or Participating Units can pay for 12 months in advance subject to any upward or downward adjustment of the fee pursuant to the fuel surcharge described in Section H.6. No refunds or prorations will be given.

Service Options: 64-Gallon Domestic Solid Waste Container
96-Gallon Domestic Solid Waste Container

3. The Contractor shall be entitled to compensation for collecting Bulk Refuse in such amounts as it typically charges, as agreed by the Residential Unit and Participating Unit.
4. Residential Units and Participating Units shall be offered various payment options for Services, including payment by credit or debit cards.
5. The compensation set forth in this Section shall be the only compensation paid to the Contractor for Services provided under this Agreement.
6. A Fuel Recovery Fee shall be assessed after year 1 and applied on a per residence/month basis, in addition to the Monthly Charge. The Base Price for diesel fuel shall be set at \$5.00/gallon. Price will be based on the DOE Index for Highway Diesel – Midwest Index of fuel rise above the "base price," a surcharge of \$0.04/residence/month shall be applied for every \$0.10/gallon increment of increase in Contractor's cost of fuel above the Base Price. No adjustments made for pricing below \$5.00 per gallon.
7. The Fuel Recovery Fee will be added to the residents' rates at the beginning of each contract term and will be reviewed annually using the most current DOE data one month prior to annual start.
8. Pass Through – The Monthly Charge may be able to be increased, upon thirty (30) days written notice, due to future and certain increases in Federal, State or local taxes (excluding income taxes and property taxes), and any charges, surcharges, and fees imposed by governmental authorities on Contractor's collection Services, processing facility for recycling or disposal site, and due to laws, rules regulations and ordinances which are passed after the date hereof which have the effect of increasing the collection Services, processing facility or the disposal site's direct costs. The Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.
9. The Contractor shall be responsible for, and the City shall bear no responsibility for, the assessment, billing, processing, and the collection of all charges imposed by the Contractor upon Residential Units and Participating Units. The Contractor may use only lawful means of collecting or attempting to collect delinquent charges owed by the owner or occupant of a Residential Unit and Participating Unit. If the Contractor suspends Services to a Residential Unit or Participating Unit as a result of nonpayment

of charges due to the Contractor, the Contractor shall notify Residential Unit, Participating Unit, and the City Manager seven (7) days prior to the suspension of service and shall provide written justification for the suspension of service.

I. Hold Harmless; Insurance; Letter of Credit:

1. The Parties agree to defend, indemnify, and hold harmless the other and officers, agents, and employees from and against any direct damage, claim (including reasonable attorney fees) for injury to or death of persons present on the property where Services shall be performed, or injury to or destruction of property, arising out of or directly in connection with any act of that party's negligence or willful misconduct or that party's breach of this Agreement. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.
2. The Contractor shall defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any fine, penalty, costs, or other charge (including without limitation, court costs and attorney fees) arising out of or in connection with the negligent performance of Contractor's Services or its failure to comply with all applicable laws, rules, and regulations governing the collection, transportation and disposal of all Domestic Solid Waste and other materials collected pursuant to this Agreement. Upon request of the City, the Contractor shall provide written documentation evidencing proper transportation and disposal of all materials collected by the Contractor pursuant to this Agreement. The Contractor's duties and obligations under this Section shall survive the expiration or termination of this Agreement.
3. Except for hazardous or toxic substances necessary for the operation of vehicles and office equipment used by the Contractor in the ordinary course of business, the Contractor shall not cause or permit any hazardous or toxic substances to be released, stored, produced, emitted, disposed of or used in connection with the Agreement or any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the Services provided per this Agreement or to the Residential Units and Participating Units. As used in this section, the term "hazardous or toxic substance or material" shall include, but not be limited to, any material or substance which is deemed a hazardous substance pursuant to the United States Environmental Protection Agency, any Applicable Law, Comprehensive Environmental Response, Compensation and Liability Act, 42 USCA §9661 et seq. as amended, or pursuant to the Michigan Natural Resources and Environmental Protection Act, MCLA 324.101, et seq. as amended, and rules and regulations promulgated under either Act. The Contractor shall hold the City harmless from, indemnify it for, and defend it against any and all cost, claims, losses, liability, damages, administrative and criminal proceedings, or other actions as a result of the Contractor's breach of such condition; provided, however, that in no event shall the Contractor have any liability to the City, under this Section or otherwise, solely as a result of the unlawful act or omission of the owner or occupant of a Residential Unit or Participating Unit. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

4. The Contractor shall secure and maintain, for the duration of the term of this Agreement, workers' compensation insurance, Contractor's pollution liability insurance, and general liability insurance for bodily injury and property damage in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury, and not less than \$500,000 per occurrence for property damage. Any policy maintained to satisfy this requirement shall be placed with insurance carriers fully licensed and authorized to do business in the state of Michigan. The City, its departments, public officials and officers, employees, and agents shall be additional insureds on all such policies of insurance (except worker's compensation) via blanket-form endorsement. The Contractor shall deliver an ACORD certificate of insurance to the City. Contractor shall continuously maintain required insurance coverage and shall assume full responsibility for the Contractor's work from loss or damage and shall protect all public and private property from injury or loss arising in connection with the Contractor's work.

J. Non-Performance:

In the event that the Contractor shall fail, neglect, or refuse to perform any or all of its duties, obligations, or responsibilities under this Agreement, the City may, after thirty (30) days written notice to the Contractor, perform such duties, obligations, or agreements, or have such duties, obligations, or agreements performed and charge all costs thereof to the Contractor, and the Contractor shall pay all of said costs to the City. If such failure, neglect, or refusal continues for 30 days after such written notice, the City shall exercise its right of termination under Section K, Right of Termination; Notice, of this Agreement, and pursue any and all legal remedies to which it may be entitled.

K. Right of Termination; Notice:

1. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party of any of the covenants, terms, or conditions of this Agreement and such material breach or nonperformance is not substantially cured and continues for a period of 30 days after written notice specifying such material breach or nonperformance in reasonable detail, is provided to the other party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued provided both parties agree. Upon termination, the Residential Unit or Participating Unit receiving Services shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and shall have no further obligation to perform any Services under this Agreement.
2. Either party shall have the right to terminate this Agreement upon prior written notice, in the event that the other party ceases operation of its business by reason of insolvency, bankruptcy, or similar proceeding, whether voluntary or involuntary, or for any other reason. Notwithstanding the foregoing, upon the occurrence of such event, a Residential Unit or Participating Unit receiving Services shall be liable to pay Contractor for all the Services performed till such termination effective date.

3. The City shall have the right to immediately terminate this Agreement in the event Contractor fails to obtain or maintain any licenses, permits, or other approvals required to provide the Services or fulfill its obligations under this Agreement.
4. In the event of a termination under Section 1, 2 or 3 a Residential Unit or Participating Unit receiving Services shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment. The City acknowledges its obligation, in the event of a termination of this Agreement, to mitigate its damages by engaging a different contractor to render the Services as soon as reasonably practicable after the date of termination. The Contractor shall remain liable to the City for any damages the City may sustain as a result of the Contractor's breach in excess of any such mitigation.
5. In addition to any other remedies available under this Agreement or at law or equity, the prevailing party in any lawsuit between the City and the Contractor to enforce any provision of this Agreement may recover its actual reasonable costs, including reasonable attorney's fees and other legal expenses incurred to investigate, bring, maintain, or defend any action from its first accrual or first notice thereof through any and all appellate and collection proceedings. To the extent not otherwise prohibited by law, the parties agree that the jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be exclusively in the state courts in Allegan County, Michigan.
6. In the event of a termination of the Agreement, Contractor shall endeavor to use its best efforts to transition the Services to a new contractor in order for Residential Units and Participating Units receive continuous and uninterrupted service.

L. Assignment:

1. The Parties shall neither assign this Agreement nor any part thereof, to any person, firm, or organization unless said assignment is first approved in writing by the other party. The Parties acknowledge that such written approval may not be unreasonably withheld, delayed or conditioned by the other party. Any attempt to assign this Agreement without prior approval shall render the Agreement null and void.

M. The Term of Agreement:

1. This Agreement shall be for a term starting on December 1, 2022 and ending November 30, 2025. It is intended that the term of this Agreement shall be for three (3) years with two (2) optional one (1) year extensions unless earlier terminated. The Agreement may be terminated by either party within one hundred eighty (180) days by written notice based on the terms and conditions of the Agreement. The Agreement may be terminated by either party without cause with at least thirty (30) days' prior written notice by mutual agreement or in the event of substantial failure to perform with the terms set forth in the Agreement as described in the Agreement as set forth above. Should extensions be agreed upon, the Parties retain the right to modify elements of the Agreement, if necessary, as addendums.

N. Miscellaneous Provisions:

1. Public Education and Community Outreach: The Contractor may develop Public Education and Community Outreach Programs in partnership with the City and other appropriate parties. The public education program may include information on recycling and waste reduction, in support of City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by the City.

The Contractor shall send a color brochure, or provide a website link, to all Residential Units and Participating Units within 30-days of being awarded the Agreement introducing their company, highlighting the start date, and describing services including graphics (specifically noting any changes). This brochure needs to be pre-approved by the City, and preparation and distribution is at the Contractor's expense/cost.

The Contractor may distribute a newsletter to all residents at least two (2) times a year, in the summer and in the winter. These newsletters need to be pre-approved by the City, and preparation and distribution are at the Contractor's expense/cost.

2. The terms of this Agreement may be modified, changed, or altered upon the mutual written agreement of the Contractor and the City. No such amendment shall be effective or binding unless it expressly makes reference to this Agreement, is in writing, and is signed by the Contractor and duly authorized representatives of the City.
3. This Agreement has been negotiated and prepared by the parties and their respective counsel and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.
4. Neither the City nor the Contractor shall be considered or construed as the agent of the other, nor shall either party have the right to bind the other in any manner whatsoever, and this Agreement shall not be construed as a contract of agency.
5. This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.
6. If any paragraph, section, clause, or provision of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the validity or unenforceability of such paragraph, section, clause, or provision shall not affect the validity of any and all remaining paragraphs, sections, clauses, or provisions.
7. All notices, approvals, consents, requests, demands, or formal actions hereunder shall be in writing and mailed or delivered to the following addresses:

To the City: City of the Village of Douglas
86 W. Center Street
P.O. Box 757
Douglas, MI 49406

Attn: City Manager

To the Contractor:
Allied Waste Systems Inc.
DBA Republic Service of Jenison
2471 Wilshire Drive
Jenison, MI 49428
Attn: Jack Brown

The City or the Contractor may by written notice to the other, designate any additional or different addresses to which subsequent notices, approvals, consents, requests, demands, or formal actions shall be sent.

8. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior conflicting oral or written representations, understandings, or agreements relating to the subject matter hereof, except, as a condition of entering into this Agreement, the City has relied upon all representations or warranties made by the Contractor in the course of the bidding process, the Agreement documents, and the discussions and negotiations between the Contractor and the City prior to the effective date of this Agreement, and the City continues to rely on said representations and warranties. This Agreement shall control with respect to any conflict between it and the representations or warranties of the Contractor. The Contractor acknowledges that the terms of this Agreement supersede any and all prior representations or warranties of the City, and that the City is not bound by any terms not contained herein.
9. Any failure to enforce any provision of this Agreement or waiver by either party of any breach by the other party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement or any subsequent breach by that party of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

CITY OF THE VILLAGE OF DOUGLAS

By:
Its: Mayor

By: Pamela Aalderink
Its: Clerk

ALLIED WASTE SYSTEMS, INC. DBA REPUBLIC SERVICES OF JENISON

By: Tom Mahoney

Its: General Manager

EXHIBIT A - RATE SCHEDULE

Unit	Year 1	Year 2	Year 3
Trash			
Smaller 64-Gallon Container, Cost/Household/Month, Weekly Pickup	\$ 16.68	\$ 17.51	\$ 18.39
Standard 96-Gallon Container, Cost/Household/Month, Weekly Pickup	\$ 16.68	\$ 17.51	\$ 18.39
Additional 64-gallon Container, Cost/Household/Month, Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17
Additional 96-gallon Container, Cost/Household/Month, Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17
2 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 70.00	\$ 73.50	\$ 77.18
2 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 65.00	\$ 68.25	\$ 71.66
2 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 55.00	\$ 57.75	\$ 60.64
2 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
4 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 85.00	\$ 89.25	\$ 93.71
4 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 75.00	\$ 78.75	\$ 82.69
4 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 65.00	\$ 68.25	\$ 71.66
4 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
6 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 105.00	\$ 110.25	\$ 115.76
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 90.00	\$ 94.50	\$ 99.23
6 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 70.00	\$ 73.50	\$ 77.18
6 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
8 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 135.00	\$ 141.75	\$ 148.84
8 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 108.00	\$ 113.40	\$ 119.07
8 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 91.80	\$ 96.39	\$ 101.21
8 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
Private Property Collection and Return Service (Disabled Only) Per Container	\$ 15.00	\$15.75	\$16.54
Seasonal Service	\$ 19.68	\$20.66	\$21.70

Unit	Year 1	Year 2	Year 3
Recycling			
Standard 96 Gallon Container, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A
Standard 96 Gallon Container, Cost/Household/Month, Bi-Weekly Pickup	Price is included in the Monthly Trash Rate		
Additional 96 Gallon Container, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A
Additional 96 Gallon Container, Cost/Household/Month, Bi-Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17
2 YD Container Cost/Facility/Month, Weekly Pickup	\$ 63.00	\$ 66.15	\$ 69.46
2 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 53.55	\$ 56.23	\$ 59.04
2 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 47.12	\$ 49.48	\$ 51.95
2 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
4 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 76.50	\$ 80.33	\$ 84.34
4 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 65.03	\$ 68.28	\$ 71.70
4 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 57.22	\$ 60.08	\$ 63.09
4 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
6 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 94.50	\$ 99.23	\$ 104.19
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 80.33	\$ 84.35	\$ 88.56
6 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 70.69	\$ 74.22	\$ 77.94
6 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
8 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 121.50	\$ 127.58	\$ 133.95
8 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 103.28	\$ 108.44	\$ 113.87
8 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 90.88	\$ 95.42	\$ 100.20
8 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38
Private Property Collection and Return Service	\$ 15.00		
Seasonal Service	Price is included in the Monthly Trash Rate		

All 2, 4, 6, and 8 yard recycle containers are Cardboard only (single stream or contamination with trash or yard waste could result in a charge to the user). Mixed recyclables are only permitted with a 96-gallon container. Call 877-698-7274 to contract this service.

Unit	Year 1	Year 2	Year 3
Yard Waste Additional Option			
Annual Charge is for a 96-gallon container plus 3 bio degradable paper bags per season (April 1- November 30”)	\$ 140.00	\$ 147.00	\$ 154.35
Each Bag Over 3	\$ 3.00		
Bulk Refuse Additional Options			
Bulk Refuse Service Per Item	Call 877-698-7274 for pricing		
Hazardous Waste			
Annual event for all Residential Units and Participating Units to be charged to ALL trash customers per month	\$ 1.50	\$ 1.58	\$ 1.65

One Time Charges	
	Delivery/exchange/removal Charge
Residential Container	\$10 per cart
Residential Container - Replacement Cost	\$75 per cart
Front Load Containers (2, 4, 6, and 8 yard)	\$75 per container