

## **Garbage and Rubbish Collection and Disposal, Yard Waste and Recycling Services Contract**

This agreement is made and entered into as of the 1<sup>st</sup> day of June, 2012 by and between the Village of Stockbridge, Ingham County, Michigan, herein called "Village" and Mid-Michigan Rubbish, LLC of Stockbridge, Michigan, hereinafter referred to as "Mid-Michigan".

WITNESSETH:

WHEREAS, the VILLAGE has enacted an ordinance regulating the collection and disposal of garbage and rubbish, yard waste and recycling services within the Village of Stockbridge, and

WHEREAS, Mid-Michigan is in the business of collection and disposal of garbage and rubbish and the VILLAGE desires to hire Mid-Michigan for the collection and disposal of garbage and rubbish from residential dwelling units located within the Village of Stockbridge and from other units which accumulated garbage and rubbish within the Village of Stockbridge.

NOW THEREFORE, the PARTIES agree as follows:

1. In accordance with the ordinances of the Village of Stockbridge, the VILLAGE does hereby grant an exclusive contract to Mid-Michigan for the collection and disposal of garbage and rubbish, yard waste disposal and recycling collection with the Village of Stockbridge from residential dwelling units for a period of Five (5) years, June 1, 2012 through June 1, 2017.
2. Garbage and rubbish collection from all residential dwelling units within said Village of Stockbridge shall be on Thursdays, commencing at 7:00 A.M., except weeks containing a Holiday which falls on or before the regular collection day whereas the collection day will be moved to Friday. Mid-Michigan shall dispose of all collected materials in such a manner as to not create a nuisance and in accordance with the laws of the State of Michigan, and any regulations and ordinances of the County of Ingham and the Municipality where the disposal is done.
3. The PARTIES agree that garbage and rubbish to be collected by Mid-Michigan shall include those terms as defined in the Ordinance of the VILLAGE, except it shall not include large trees or limbs, rock, brick, stone, concrete, dirt, steel, car parts, batteries, tires, gas, oil, fuels, flammables or items with gas, oil, fuels or flammables in them, ammunition, toxic or hazardous waste containing chlorofluorocarbon refrigerants or Freon, liquid paint or paint cans containing liquid paint, or any material designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State Law, or waste, in any amount, which is regulated under Federal or State Law.
4. Mid-Michigan shall provide once per month curbside recycling service to all residential dwelling units served by Mid-Michigan for garbage and rubbish pick up. Items to be recycled will include all items listed in Attachment A of this contract. The recycling pick up day shall be the same day as the regular pick up day.

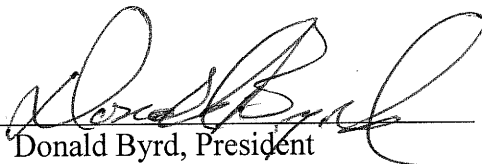
5. Mid-Michigan shall provide curbside collection of household appliances, furniture, and any other item not considered to be within the limits of household garbage. Arrangements for said items shall be between Village of Stockbridge Residents and Mid-Michigan, and must be initiated by the Village resident prior to the weekly-scheduled pick up day.
6. Mid-Michigan shall provide curbside pick up of CHRISTMAS TREES for up to three weeks after the CHRISTMAS holiday.
7. Mid-Michigan shall collect residential yard waste and grass clippings placed at curbside by 7:00 a.m. each Thursday from April 1<sup>st</sup> until November 30th. Each residential unit shall be responsible for buying its own biodegradable bags to place yard waste in; no plastic bags will be accepted. There will be a ten (10) bag limit per residential dwelling per pick up with a fifty (50) pound limit per bag or bundle so that one person can lift. Brush is to be securely tied in bundles not to exceed four (4) feet in length and two and one half (2 ½) feet in diameter. Mid-Michigan will not collect large trees or limbs.
8. Mid-Michigan shall empty Litter Containers located in the downtown business district, car pool parking lot, Township Square, and DPW garage, and will provide garbage and rubbish containers in the Veterans Memorial Park and Village Cemetery.
9. Mid-Michigan shall use reasonable care in handling all refuse containers.
10. All refuse to be collected by Mid-Michigan shall be place at curbside or at edge of road not later that 7:00 a.m. on the day of the collection as established by Mid-Michigan. All garbage and rubbish shall be placed in containers as defined in the VILLAGE Ordinances of the Village of Stockbridge. Garbage shall be wrapped but need not be separated from other rubbish. Containers intended for collection cannot exceed 50 pounds or what one person can lift.
11. The inability of Mid-Michigan to make collection on schedule because of accident, strike, or cause beyond its control, shall not be a violation of this contract unless such inability is the result of negligence or other improper acts on the part of Mid-Michigan.
12. Mid Michigan shall charge for the collection and disposal of the garbage and rubbish from residential dwelling units as provided below. Mid-Michigan shall have the right to negotiate separate agreements for the collection and disposal of garbage and refuse from all establishments in the VILLAGE not being residential dwelling units which accumulate garbage and rubbish, and for all apartment projects containing four or more living units, and for mobile home parks. Mid-Michigan shall also have the right to negotiate fees to be charged for the removal of matters not included in the definition of garbage and rubbish and subject to collection and disposal by Mid-Michigan as provided in Paragraph 3.
13. For the purpose of this agreement, a residential dwelling unit is defined as a single family dwelling unit.

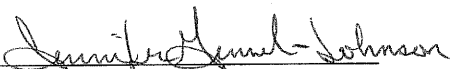
14. Mid-Michigan agrees to stop at the VILLAGE Office on completion of route to see if there are any problems or missed stops.
15. The PARTIES agree the VILLAGE shall pay to Mid-Michigan as consideration for the performance by Mid-Michigan of its duties under this contract, a sum which will be determined by multiplying the number of residential dwelling units, as determined by the Village Clerk, from which collection of garbage and rubbish are made, by the monthly rate of \$8.29 per residential dwelling unit for garbage and rubbish collection, \$1.00 per residential dwelling unit for Recycling service, and \$.70 per residential dwelling unit for Yard Waste removal. For a total of \$9.09 per dwelling unit per month plus \$44.06 for garbage and rubbish containers in the Veterans Memorial Park and Village Cemetery. With the understanding that there will be a 3% increase per year after the first year. All of the rates described are regardless of participation in each of the Collection services by a residential dwelling unit. The Village shall make monthly payments to Mid-Michigan once the invoice is approved at the regular council meeting each month.
16. The rates, upon thirty (30) day written notice, shall be increased due to rising cost of fuel or landfill rates, additional taxes, charges, surcharges and fees imposed by governmental authorities on the Collection Services or the Disposal Site after the date hereof and due to laws, rules, regulations and ordinances which are passed after the date hereof which have the effect of increasing the Collection Services or the Disposal Site's direct costs. At this time, Mid-Michigan is not aware of any such proposed additional taxes, charges, surcharges, fees or changes in laws, rules, regulations, ordinances or the interpretation or enforcement thereof. Mid-Michigan shall not be entitled to any increase associated with violations of laws, regulations, ordinances or permit conditions.
17. Mid-Michigan shall deposit the sum of fifteen hundred dollars (\$1,500.00) cash in a suitable depository as designated by the VILLAGE payable to the order of the VILLAGE. The VILLAGE shall hold said funds during the term of this Contract conditional upon the faithful performance of Mid-Michigan of all Mid-Michigan obligations hereunder. In the event Mid-Michigan fails to perform as required under the provisions of this Agreement, the VILLAGE shall be entitled to invade said funds to the extent necessary to remedy any violation. In the event Mid-Michigan fully performs the terms hereof, said funds shall be returned in full without interest. All interest generated by the deposit of said funds shall be payable currently to the VILLAGE as reimbursement for the cost of holding said funds.
18. Mid-Michigan shall maintain General Commercial Liability Insurance, per occurrence, in the amount of \$1,000,000 (minimum) and Commercial Automobile Insurance, per occurrence, in the amount of \$1,000,000 (minimum). Mid-Michigan shall maintain Workers Compensation insurance (statutory maximum). Certificates of insurance shall be provided to the Village by Mid-Michigan certifying this insurance coverage. Mid-Michigan agrees to defend the Village and hold the Village harmless from any and all claims made against the Village arising from acts or omissions by Mid-Michigan, its agents, servants or employees.

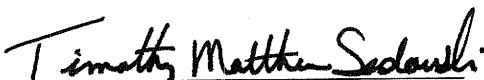
This agreement is executed this 3<sup>rd</sup> day of April, 2012 and shall be binding upon the parties heretofore until June 1, 2017.

Village of Stockbridge

Contractor

By   
Donald Byrd, President

By   
Mid-Michigan Rubbish, LLC

By   
Timothy Matthew Sadowski, Clerk

By \_\_\_\_\_

Date 4-3-2012

Date 4-9-2012

