

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

THIS AGREEMENT (the "Agreement") made and entered into on this \_\_\_\_ of March, 2021, by and between the Village of Bancroft, a Michigan municipal corporation, of 120 Warren Street, Bancroft, Michigan 48414 (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 April 1, 2021 (the "Effective Date") and shall expire on March 31, 2031.

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 collection, including carts, collection, hauling, and disposal of solid waste. Recycling collection, including carts, collection, hauling and recycling materials. Yard Waste collection, including 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. **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 and mattresses, water heaters, exercise equipment, toys, carpeting, building materials from household repairs, alterations, or new construction.
- F. **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.
- G. **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.
- 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 the Village. Dwellings with four (4) or less separate dwellings connected into one building, will count as separate residential households. Multi-family residential apartments of five (5) or more are considered as commercial buildings and owners are responsible for contracting separately for solid waste collection 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.

#### 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 April through November, from each residential dwelling within the Village.

#### COLLECTION SCHEDULE

Contractor will complete all collections for residential 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, waste will be collected 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 confirm 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 cart (approximately 4-5 bags, weight limit of 200lbs)

### 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 cart

### EVERY OTHER WEEK RESIDENTIAL YARD WASTE LIMITS (April – November)

Contractor will collect yard waste according to the following limits:

<u>Yard Waste Service Type</u>	<u>Limits</u>
96-Gallon Cart Yard Waste Service.....	96-gallon cart (weight limit of 200lbs). Brush and tree trimmings should be no longer than 4 feet and tied into 12-inch bundles with twine.

### ADMINISTRATIVE SERVICES

Contact: 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 notify Contractor of changes in service, needed cart exchanges and related customer service issues. Contractor will manage all billing, bulk customer inquiries, changes in service, and related customer services.

### CONTAINERS

- A. Residential Waste & Recycling: Contractor will provide waste containers and recycling containers at no charge. No personal containers will be allowed.

<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 (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 shall not replace or exchange containers due to odor. Resident-owned containers are not allowed.
- E. Additional Container: If a resident requests a second trash, recycle or yard waste container, the resident will contact the Village to set up a second container at contractual rates, to be billed monthly to the Village.
- F. Removal of Container: If resident moves, container will be left on site for new resident, if property is deemed uninhabitable Village will notify Contractor to remove containers.

#### TERM AND TERMINATION

- A. Initial Term: The initial term of this agreement is ten (10) years, commencing on April 1, 2021, and ending March 31, 2031.
- 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.

#### 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

The Village agrees to indemnify, hold harmless, and defend Contractor and its subsidiaries from and against any and all costs, damages, or liability Contractor or its subsidiaries 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, (ii) your breach of this Agreement, or (iii) your negligent acts or omissions or willful misconduct. The indemnification obligations stated in this paragraph survive the termination of this Agreement.

The Contractor agrees to indemnify, hold harmless, and defend the Village, its commissioners, officers, agents, representatives and employees from and against all loss of expense (including costs and attorney's fees) by reason on any liability asserted or imposed upon the Village, its commissioners, officers, agents, representatives and employees for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work described herein, whether such injuries to persons, or damage to property, is due, or claimed to be due, to the negligence of the Contractor, the Village, its commissioners, officers, agents, representatives and employees.

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 SERVICES

For the period commencing April 1, 2021, and ending March 31, 2031 (the initial term), the Village will pay Contractor according to the following schedule:

SERVICE YEAR	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
SERVICE DATES	4/01/2021 TO 3/31/2022	4/01/2022 TO 3/31/2023	4/01/2023 TO 3/31/2024	4/01/2024 TO 3/31/2025	4/01/2025 TO 3/31/2026	4/01/2026 TO 3/31/2027	4/01/2027 TO 3/31/2028	4/01/2028 TO 3/31/2029	4/01/2029 TO 3/31/2030	4/01/2030 TO 3/31/2031
96-Gallon Cart Waste Service	\$14.16 per Cart	\$14.51 per Cart	\$14.88 per Cart	\$15.25 per Cart	\$15.63 per Cart	\$16.02 per Cart	\$16.42 per Cart	\$16.83 per Cart	\$17.25 per Cart	\$17.68 per Cart
96-Gallon Cart Recycling Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service
96-Gallon Cart Yard Waste Service (April–Nov)	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service
Bulk Item 1 bulk item per week	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service	Included in Waste Service
<b>TOTAL</b>	<b>\$14.16 per Waste Service</b>	<b>\$14.51 per Waste Service</b>	<b>\$14.88 per Waste Service</b>	<b>\$15.25 per Waste Service</b>	<b>\$15.63 per Waste Service</b>	<b>\$16.02 per Waste Service</b>	<b>\$16.42 per Waste Service</b>	<b>\$16.83 per Waste Service</b>	<b>\$17.25 per Waste Service</b>	<b>\$17.68 per Waste Service</b>

#### HOUSEHOLD COUNT

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

#### PAYMENT SCHEDULE

Village will be invoiced monthly.

#### COMPENSATION AND PAYMENT FOR MUNICIPAL FACILITIES

For the period commencing April 1, 2021, and ending March 31, 2031 (the initial term), the Contractor will provide comprehensive service for the collection, removal, and disposal of refuse from the location below:

ACCOUNT	LOCATION	SERVICE TYPE	QUANTITY	FREQUENCY	PRICE (MONTHLY)
27713700	120 Warren St Bancroft, MI	6 yard FEL	1	1x/week	\$0.00

#### BULK ITEMS

Weekly service will include the collection of one (1) bulky item per week at no additional charge. Residents shall remove doors from all appliances before placing them curbside for collection. Those items containing Freon, such as refrigerators, icemakers, window air conditioners, freezers and other appliances or items containing chlorofluorocarbons (CFC's) will be collected at no additional charge but must have freon removed by a qualified person and have certificate of removal affixed to the item.

#### RECYCLING CONTAMINATION

It is the responsibility of the City and Contractor to provide public education to the residents as to eliminate/reduce the unacceptable materials in the recyclable materials. The maximum rate of unacceptable recycling material is 8% of a load by volume or weight whichever is less. Should the load have unacceptable material over the maximum limit; a processing fee of \$75.00 per ton will be applied and billed to the Village. The Contractor will make the determination if a load is contaminated.

#### 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, the Village will pay a fuel surcharge of \$0.10 per month, per household service.

#### NON-DISCRIMINATION

- A. 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.
- B. Contractor shall, when utilizing subcontractors require said subcontractors to include an identical non-discrimination provision in subcontracts.
- C. 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 Bancroft, the Village may, without prejudice to any right or remedy, terminate this contract upon thirty (30) days' notice to the Contractor.



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 BANCROFT

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

\_\_\_\_\_

Brian Barnum  
Its: Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

GRANGER WASTE SERVICES

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

\_\_\_\_\_

Todd J Granger  
Its: Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_