



CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

COUNCIL-MANAGER
GOVERNMENT

Council members and
other officials normally in
attendance.

Joseph V. Domingo
Mayor

Maurice Barnes, Jr.
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Garrett Brown
Council Member
3rd Precinct

Rebecca Decker
Council Member
4th Precinct

Cheryl Krause
Council Member
5th Precinct

Andrew French
Mayor Pro Tem
Council Member
6th Precinct

Sheryl L. Mitchell
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

NOTICE FOR PERSONS WITH
HEARING IMPAIRMENTS
WHO REQUIRE THE USE OF A
PORTABLE LISTENING DEVICE

Please contact the City
Clerk's office at
517.629.5535 and a listening
device will be provided
upon notification. If you
require a signer, please
notify City Hall at least five
(5) days prior to the posted
meeting time.

AGENDA

STUDY SESSION-COUNCIL CHAMBERS Tuesday, January 17, 2017 6:00 p.m.

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. ROLL CALL
- III. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)
- IV. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Single Hauler Process
- V. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)
- VI. ADJOURN

SINGLE HAULER – FREQUENTLY ASKED QUESTIONS

Why is the City pursuing a single hauler contract?

- Improve service and reduce costs for the majority of residents.
- Residents will receive pickup of both trash and leaves for an amount that is lower than what most are paying currently for just trash pickup.
- Bring all residents into compliance with code and requirement to have a contract for trash hauling.
- Reduce the amount of illegal dumping.
- Reduce impact of heavy trucks on local roads. Wear and tear on the roads is a major expense to all taxpayers. One trip by a double-axle hauling truck is equivalent to the wear and tear of 1,000 cars on the road.
- Improve quality of life in our neighborhoods and throughout the city by reducing truck noise and pollution, and increase safety on streets by reducing truck traffic.
- Because trash would only be visible on individual streets one day per week – rather than 3 or 4 days per week, as it is now. The entire city could look more appealing to potential businesses and residents.

What company has the City Council selected?

- Granger Waste Services

What are the rates for pick up?

SERVICE YEAR	YEAR 1	YEAR 2	YEAR 3
Service Dates	4/1/17-3/31/18	4/1/18-3/31/19	4/1/19-3/31/20
SERVICE TYPE	PRICE - MONTHLY		
96 gallon cart residential refuse	\$8.85	\$8.85	\$8.85
Yard Waste Service Up to 6 bags/bundles	\$6.25	\$6.25	\$6.25
Refuse and Yard Waste exceeding limit – extra bags or bundles	\$ 2.00 per bag	\$ 2.00 per bag	\$ 2.00 per bag
MONTHLY	\$15.10	\$15.10	\$15.10
QUARTERLY	\$45.30	\$45.30	\$45.30
ANNUALLY	\$181.00	\$181.00	\$181.00

Will this program actually save residents money?

- Yes. The reason the City has chosen to investigate and evaluate a single-source trash hauler system in Albion is because we believe prices would decrease for the vast majority of residents who are independently contracting with the three different trash haulers presently located in Albion.

What will happen to the other trash haulers? Doesn't this create a monopoly?

- No. All trash haulers have been invited to bid on the service contract for residential clients and the most affordable bid has been selected. After the expiration date of the contract, other trash haulers are welcome to place a competitive bid again for the following contracted years of residential service. Of note: This contract is for residential clients only. Therefore, all trash haulers may seek a license to provide commercial service as well.

What happens if I already have a trash service with another company?

- If the service provider is awarded a Single Hauler Contract through the competitive bid process, then everyone will have the same collector – which may be different than your current trash collector.

Will I be refunded any money that I have paid in advance to my current provider?

- Residents may seek a refund from their current provider.

Is there an added expense of leaves/yard waste pick-up? Can I opt out of leaves/yard waste pick-up?

- The charge for weekly yard waste pick-up is \$6.26 per month or \$18.75 per quarter. There is not currently any opt-out provision.

If I have more than 6 bags of leaves per week, is there a charge for additional bags?

- Yes. There is an additional charge of \$2.00 per bag/bundle of yard waste – up to a maximum of 10 bags/bundles. Must be pre-arranged with contractor for pickup.

How soon will the program be implemented?

- The program will be put into operation effective April 1, 2017.

Who do I contact to set up service?

- General information:
Granger Waste Services
517.372.2800 or 1.8889GRANGER
info@grangernet.com
www.grangernet.com

What is the scheduled pick up day for my area?

- Please refer to the route map or call TBD.

Do I have to rent a container?

- 96 gallon container for residential refuse is provided by the Granger.

Who will residents make their payment to?

- Residents and/or homeowners would make their payments directly to the service provider. The City will not be involved with billing or collection.

Who do I contact if I am unhappy with my service?

- Just as residents do now, trash hauling customers would continue to direct service complaints to the trash hauler. The Contractor will supply a person from the company to respond to complaints and act as a liaison to the City. In addition, a clause would be included in the contract that all service complaints be addressed within 48 hours. If the complaints are not resolved within that time, the resident may contact the City.

Are there other communities that operate this way?

- Yes, in many communities across the country and in the State of Michigan, trash pick-up is considered a public utility. In our area, many have been doing this successfully for over 20 years or more. We are aware that most recently, Jackson, Kalamazoo Charter Township, and Battle Creek have awarded single hauler contracts and have been enjoying the benefits.

Does the City have the authority to implement a single hauler program?

- The City is mandated by state law to assure that solid waste is removed from where it's generated frequently enough to protect public health. That same law authorizes the City to contract with a waste removal company to collect and bill for waste removal from residents within the jurisdiction of the City.

- City Council adopted an Ordinance 2016-02 on August 15, 2016, after determining that it to be in the best interests of the City to switch to a single hauler for residential collection. The ordinance amended Chapter 66, Division 2 and clarified that if the city elects to use a single hauler for residential purposes, the city may limit the issuance of residential licenses to that single hauler. Multiple licenses could still be issued for commercial or industrial refuse collection.

What happens with recycling services?

- The City Council has elected to utilize Granger for residential waste and yard waste services only. The current recycling program with Calhoun County remains in effect.

How will residents be notified of the change?

- The contractor and City of Albion will work together to ensure that each resident is provided with advance notice of the change.

Questions from Council Members:

1. Why was the City decided to contract with a single hauler?

The Solid Waste Fund Revenues for Fiscal Year 2017 are \$213,000.

Expenses: Leaf Pickup	\$ 59,690
Tree Dump	\$ 9,480
Solid Waste	\$121,105
Transfers	<u>\$ 25,500</u> (brush, trash, DPW bldg.)
Total Expenses	\$215,775

Expenses are \$2,775 more than revenues.

In 2015, the deficit was \$64,277. Council approved increasing the Solid Waste Millage from 2 mills to 3 mills. However, this is still not sufficient to maintain existing practices.

2. Will the City receive any financial, material or other benefit from the single hauler who ultimately is awarded the contract?

Financial benefit would be the NET savings of approximately \$48,000: This is reflected in the Leaf Pickup costs LESS the charges to the City for Municipal Services, Annual Festivals/Events, and Annual Clean Up.

Estimated costs to the City of Albion:

- Municipal Services	\$360.00/month	\$4,320 / year
- Annual Festivals		\$ 400
- Annual Clean Up		\$7,000

Other benefits are a reduction in the amount of dumping that the City has been assuming when the property is vacant or the owners are non-responsive. The current system of raking the leaves to the berm area is clogging the drains and obstructing street traffic. Also, it greatly reduces the wear and tear on city streets by reducing the amount of truck traffic.

3. Can the City legally mandate residents to utilize a single hauler?

Current City Ordinances provides:

Section. 66-139(b) – Each owner or occupant of the residential premises shall contract with a valid licensee to provide refuse collection for each residential premise owned or occupied by him.

Section 66-139(e) – Fines of \$100.00 per day shall be assessed when it is determined that a residential premise is not receiving refuse service, after notification from the city manager.

Section 66-180 (a) – fines for not employing a refuse collector shall constitute a lien on such premises as though they are a delinquent utility fee. After 6 months, the city treasurer shall place the charges on the tax roll.

4. Does it/will it require a vote of Albion residents?

No. The issue of single hauler involves a contract for services and the amendment of an ordinance, thus voter approval is not required. See response to #5 for further details.

5. Does the Headlee Amendment prohibit the City from forcing residents to utilize a single hauler?

No. A virtually identical set of facts was addressed by the Michigan Court of Appeals in *Wheeler v Township of Shelby*, 265 MichApp 657; 697 NW2d 180 (2005). In *Wheeler*, the citizens challenged the constitutionality of an ordinance requiring residential residents to use a single waste hauler approved by the township. The court held that the ordinance did not violate the Headlee Amendment as the waste hauler fees are fees for services rather than a tax and, as such, Headlee was not implicated. Importantly, the court determined that since the imposed fees were not a tax as the fees were remitted to the hauler for services rendered, and not the City, it was not a tax. The Court further found that the ordinance and imposition of single hauler did not violate the Commerce Clause.

6. If this ordinance passes, it will undoubtedly put the "little guy" out of business. Are there in Albion that may be affected?

There are not currently any small businesses operating in Albion that provide trash hauling services. Turner abruptly went out of business in September 2016. It was indicated that they could not continue due to the large number of delinquent accounts and rates charged to many of their clients had not been increased in several years. Turner did not submit a response to the RFP.

7. The requirement to specific bags for leaves is an addition expense for residents or will the City be providing such?

At the present time, there has not been any discussion relative to the City providing the bags for yard waste.

8. Did the City consider leaving the situation as-is and notifying residents that there will no longer be annual leaf pickup until further notice and they are responsible for their leaf disposal? Is the tree/leaf dump still available in spring, summer and early fall?

The tree dump is still available. The City Council and Administration discussed alternative options for leaf pickup, including having one or two locations in the City and requiring residents to bring the leaves to these locations. This was considered to be a major inconvenience for most residents. Also, many elderly and those without transportation would face a hardship in attempting to make arrangements to have the yard waste brought to designated sites.

9. Will the City be involved in billing & collection?

Billing and collection will be the sole responsibility of the contractor.

10. Concerns that residents complaints will not be taken seriously or addressed quickly because the hauler has a signed and enforceable "contract". Will the City assign staff (who are already spread thin) to handle complaints, if so, who?

Just as residents do now, trash hauling customers would continue to direct service complaints to the trash hauler. The Contractor will supply a person from the company to respond to complaints and act as a liaison to the City. In addition, a clause would be included in the contract that all service complaints be addressed within 48 hours. If the complaints are not resolved within that time, the resident may contact the City (Finance Dept., City Clerk and/or City Manager's office).

11. Will a public hearing be held to allow residents to express their opinions and ask additional questions? Notice of local newspaper?

This is up to the City Council.

12. Will this affect residents of Sheridan Township?

The contract is for residents within the City of Albion. There should not be any direct impact on Sheridan Township, with the exception of a decrease in illegal dumping, which should also be experienced in the City of Albion.

SUMMARY – GRAINGER SINGLE HAULER CONTRACT

Services:

- Residential collection, hauling and disposal of solid waste and yard waste
- Residential households have two (2) or less connected dwellings
- Annual Clean Up, festivals/events
- Municipal buildings

Frequency:

- Weekly pickup of Residential Refuse Collection
- Weekly yard waste collection

Annual Event:

- Provides roll off containers; maximum of 30 yards
- Date TBD
- 2 locations: Ketchum Field and Harris Field, 8am-4:30pm

Festival/Events:

- Provides roll off containers, maximum of 20 yards
- Dates and locations TBD

Collection Schedule:

- 7am-7pm
- Refuse to be placed on street-side no later than 7am on day of collection
- No collection on Sunday or holidays

Yard Waste:

- Must be placed in compostable, paper bags
- No greater than 30 gallon in size or 30 pounds in weight
- Twigs (no longer than 4 feet or 2 inches in diameter) can be in 12 inch bundles
- Residents can purchase their own container. Must be clearly labeled

Weekly Collection Limits:

- Residential Refuse – 96 gallon cart (approx.. 4-5 bags)
 - Up to 10 extra bags – additional charge, must prepay: \$2 per bag
- Yard Waste Service – 6 bags or bundles
 - Up to 10 extra bags – additional charge, must prepay: \$2 per bag

Complaints:

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

Condition of Containers:

- If contractor causes damage, container it repaired/replaced at their cost
- If damage is not caused by the Contractor, resident is responsible for \$50 replacement

Term of Agreement

- 3 years
- April 1, 2017 to March 31, 2020
- Renewal based on mutual consent of the terms

Monthly Pricing:

SERVICE YEAR	YEAR 1	YEAR 2	YEAR 3
Service Dates	4/1/17-3/31/18	4/1/18-3/31/19	4/1/19-3/31/20
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Billing:

- Quarterly billing
- If quarterly billing is a hardship, residents can arrange for monthly invoicing
- Service will stop after sixty (60) days of non-payment
- Contractor responsible for billing and collection; may hire a 3rd party

Additional fees:

- Contractor may petition City Council for increases due to government taxes, fees, surcharges, fuel costs, etc.
- Any rate change is subject to the approval of City Council

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CITY OF ALBION SOLID WASTE AND YARD WASTE COLLECTION AGREEMENT FOR RESIDENTIAL CUSTOMERS

THIS AGREEMENT (the "Agreement") made and entered into on this ~~XXth~~ **12th** day of January, 2017, by and between the City of Albion, a Michigan municipal corporation, (hereinafter referred to as the "City"), and Granger Waste Services, a Michigan corporation, (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Contractor to provide residential collection, hauling, and disposal of solid waste and yard waste, and equipment, vehicles, hauling, and disposal of solid waste for an annual clean up, festivals and similar events, and municipal buildings for and on behalf of the City, and the Contractor desires to provide said service in compliance with City ordinances;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS

- A. Refuse: The term "refuse" 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 does not meet its waste acceptance guidelines as hazardous or special wastes.
- D. Recycle Material: The term "recycle material" is defined as material produced from residential households that includes newspaper, glass, 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.
- E. Bulk Items: Bulk items may include, but is not limited to household refuse typically of a large or bulky nature such as: appliances, furniture, bed springs and mattresses, stoves, water heaters, trunks, toys, carpeting, large automobile components, broken concrete, building materials from household repairs, alterations, or new construction, and debris from commercial or industrial establishments.
- F. Street-Side: Refers to that area within arm's reach of the edge of the traveled path of public streets.
- H. Yard Waste: The term "yard waste" refers to leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, and brush, not exceeding two (2) inches in diameter, four (4) feet in length or thirty (30) pounds per bag or bundle. Excluded are tree stumps, limbs, branches, and materials from the removal of trees, bushes, or similar.
- I. Residential Household: The term "residential household" shall mean a single-family dwelling within the City of Albion. Buildings with two (2) or less separate dwellings connected into one building, will count as separate residential households. Multi-family residential apartments of two (2) or more are considered as commercial buildings and owners are responsible

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for contracting separately for solid waste collection services. Mobile home parks and similar are defined as commercial establishments for the purpose of this contract.

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 refuse and collection, hauling, and processing of yard waste material from residential households within the City of Albion. Also included is equipment, collection, hauling, and disposal of solid waste for an annual clean up, festivals and events, and municipal refuse service.

MUNICIPAL REFUSE COLLECTION

Contractor shall provide service to seven (7) municipal locations. By mutual agreement of the Contractor and City, the service types and frequency may be changed from the services first listed below. For changes, additional cost may be required for additional containers and/or change in frequency of service. Details of municipal services are shown below.

Municipal Entity	Service Location	Qty.	Service Type(s)	Service Frequency
Albion Street Department	12980 27 Mile Road, Albion, MI 49224	2	6-Yard Trash Containers	Once per Week
City Hall	112 West Cass Street, Albion, MI 49224	1	4-Yard Trash Container	Once per Week
Cemetery	1301 South Superior Street, Albion, MI 49224	1	4-Yard Trash Container	Once per Week
Water and Sewer	507 North Albion Street, Albion, MI 49224	1	4-Yard Trash Container	Once per Week
Maple Grove Apartments	1041 Maple Street, Albion, MI 49224	1	4-Yard Trash Container	Once per Week
Maple Grove Apartments	1041 Maple Street, Albion, MI 49224	3	96-Gallon Carts	Once per Week
Albion EDC	309 North Superior Street, Albion, MI 49224	1	96-Gallon Cart	Once per Week
Albion Fire Department	207 North Clinton Street, Albion, MI 49224	2	96-Gallon Carts	Once per Week

RESIDENTIAL REFUSE COLLECTION

Contractor will collect properly prepared and placed refuse, once each week, from each residential dwelling within the City. The Contractor shall not be required to collect bulk items, Christmas trees, trash exceeding the limits outlined herein, or refuse that does not meet Contractor's waste acceptance guidelines.

RESIDENTIAL YARD WASTE COLLECTION

Contractor will collect properly prepared and placed yard waste, once each week, from each residential dwelling within the City during the period of April 1 to November 30 each year. The Contractor shall not be required to collect materials that do not conform to Contractor's yard waste guidelines.

CLEAN UP REFUSE COLLECTION

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Contractor will provide rear-end load equipment, roll off containers (maximum size of 30 yards; additional sizes available at additional cost) collection, hauling, and disposal for one (1) ~~clean-clean~~-up event annually. The date of the ~~clean-clean~~-up will be determined by mutual agreement each year. The ~~clean-clean~~-up event will be held at two locations, Ketchum Field and Harris Field, from 8:00 A.M. until 4:30 P.M. Contractor's drivers will be available to run equipment and assess waste acceptance, however, they will not unload materials from vehicles or load material into equipment or vehicles. Contractor shall not allow material that does not meet Contractor's waste acceptance guidelines to be collected.

FESTIVAL/EVENT REFUSE COLLECTION

Contractor will provide equipment, hauling, and disposal for annual festival and similar events. The date(s) and location(s) of the event(s) will be determined by mutual agreement of City and Contractor. Contractor shall provide roll off-type containers (maximum size of 20 yards; additional sizes available at additional cost). Delivery and removal of roll off container shall be on a weekday during normal operating hours. Contractor shall not accept material that does not meet Contractor's waste acceptance guidelines.

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 City, except for the interruptions due to holidays or acts of God (weather, etc.). All refuse 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 6:30 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 intends to use best efforts to maintain refuse and yard waste collection on the same service day. However, Contractor reserves the right to alter routes to best fit its operations and modify service days. Contractor reserves the right to divide the city into sections and provide for collections on multiple days during the week. Specifically, collection for each service types (i.e., trash and yard waste) may be provided on separate days for residents (i.e., may not be provided on a single day.)

INTERRUPTED COLLECTION SCHEDULE

No collections of refuse 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, refuse and yard 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 City will be notified of any service delays/interruptions caused by acts of God.

SOLID WASTE DISPOSAL

All solid waste collected for disposal by Contractor will be hauled to its licensed disposal site located within Clinton or Ingham County, Michigan for final disposal. 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 City recognizes that the Contractor will collect only items of refuse as acceptable to federal laws, state laws, local ordinances, and Contractor's waste acceptance guidelines. Contractor reserves the right to refuse to collect refuse that does not conform to federal laws, state laws, local ordinances (including the City 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:

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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
- PCBs or materials containing PCBs (including, but not limited to, ballasts and transformers)
- Lead acid batteries
- Liquid wastes (or free liquids)
- Sewage and septic waste
- Oil-based paint
- Used oil
- 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 prior to disposal)
- Asbestos (requires proper packaging and handling)
- 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 infested)

C. Special Wastes

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

- Compressed gas cylinders (must be empty and valve must be removed)
- Contaminated soil (requires testing to confirm non-hazardous and landfill pre-approval)
- Animal carcasses (will not be accepted in large quantities)
- Electronic waste (accepted only from households and exempt generators)
- Fluorescent light ballasts (without PCBs only)
- Fluorescent tubes (accepted only from households and exempt generators)
- Latex or acrylic household paint (must be in non-liquid form)
- Incinerator ash (requires testing to confirm non-hazardous and landfill pre-approval)
- Oil filters (must be drained for 24 hours)
- Industrial/manufacturing byproducts, including but not limited to, sandblasting materials, grinding or cutting waste, sludge(s) from pits or tanks, degreasing waste, and printing waste (require testing to confirm non-hazardous and landfill pre-approval)

CONTRACTOR YARD WASTE ACCEPTANCE GUIDELINES

- Leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, and brush shall be placed in compostable, paper bags no greater than 30-gallon in size and no greater than 30 pounds in weight.
- Brush and twigs that are no longer than four (4) foot, less than two (2) inches in diameter, and do not fit into compostable, paper bags can be collected if bundled and tied with heavy twine into bundles no larger than 12 inches in diameter and no greater than 30

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pounds in weight. Each properly prepared bundle shall count as one bag towards the yard waste service limit.

- Resident-owned (reusable, store-purchased) containers should be clearly labeled to avoid being disposed of accidentally.
- Contractor is not responsible for damage to resident-owned (reusable, store-purchased) containers.

WEEKLY RESIDENTIAL REFUSE AND YARD WASTE COLLECTION LIMITS

Contractor will collect refuse according to the following limits:

<u>Service Type</u>	<u>Limits</u>
96-Gallon Cart Trash Service.....	96-gallon cart only (approximately 4-5 bags)
64-Gallon Cart Trash Service.....	64-gallon cart only (approximately 2-3 bags)
Yard Waste Service ¹	Six bag or bundle limit
Extra Refuse Bags (on outside of cart) ²	Up to 10 extra bags
Extra Yard Waste Bags of Bundles ¹	Up to 10 extra bags or bundles

¹Yard waste service period is weekly from April 1st to November 30th, annually.

² If a resident utilizing the 96-gallon or 64-gallon cart service has occasional larger volumes of trash than the cart may hold, they may place up to ten (10) extra bags to be serviced on the outside of their cart. An additional cost will be required for this service. Residents shall contact Contractor directly and prepay for extra bags.

COMMERCIAL SERVICE

Other than what is specified for municipal refuse collection, the Contractor shall not be required to service commercial locations as part of this contract. This is a residential contract intended to provide service to one and two-family residential households. Multi-family residential apartments of three (3) or more are considered as commercial buildings and owners/tenants are responsible for contracting separately for solid waste and yard waste collection services. Mobile home parks and similar, are considered commercial establishments and shall not be serviced as part of this contract. However, nothing herein shall limit the Contractor from contracting separately with commercial businesses for service outside of the scope of this contract.

ADMINISTRATIVE SERVICES

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

Billing and Customer Service: Contractor will manage all billing, customer inquiries, changes in services, and related customer services.

CONTAINERS

A. Residential Refuse and Yard Waste Service: Contractor will provide refuse containers for residents depending on the refuse service they choose. Residents shall purchase at their expense, 30-gallon, compostable, paper bags for yard waste service:

<u>Service Type</u>	<u>Container Size</u>
96-Gallon Cart Service.....	96-gallon plastic cart
64-Gallon Cart Service.....	64-gallon plastic cart
Yard Waste Service.....	Resident shall purchase at their expense, 30-gallon, compostable, paper bags

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- B. Municipal Refuse Containers: Contractor will supply, deliver, and maintain heavy duty containers of required size for each Municipal location as noted herein. The containers will be clean in appearance and include covers.
- C. Location of Containers: All containers, bags, and bundles shall be placed at the street-side by the resident for collection. All containers, bags, and bundles 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. City will work with Contractor to solve issue with alley locations that are blocked by snow, tree limbs, vehicles, construction, etc.
- D. 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, Contractor will service refuse and yard waste from the front of the house, provided that, the City has approved such service in writing and provided a copy to Contractor, 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.
- E. Condition of Containers: All containers owned by Contractor for refuse collection will be repaired or replaced by the contractor for damage caused by Contractor. Damages not caused by Contractor will require \$50 (cart) or \$150 (metal container) for repair or replacement of container. Residents are responsible for the rinsing of any material from the container as needed. Contractor shall not replace or exchange containers due to odor. Containers (including lids, handles, wheels, etc.) owned by the resident (store-purchased containers) are not manufactured to withstand refuse collection processes of Contractor. Contractor shall not be liable for damage to resident-owned containers and shall not make replacement of damaged containers.

TERM AND TERMINATION

~~D.A.~~ Initial Term: The initial term of this agreement is three (3) years, commencing on April 1, 2017, and ending March 31, 2020.

~~E.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 City. This agreement shall automatically renew for successive three (3) year terms upon the same terms and conditions utilizing the aforesaid agreed upon price adjustments unless sooner terminated by the City giving Contractor 180 days written notice of the City's intent not to renew prior to the expiration of the initial term or any extended term of the agreement, as the case may be.~~

~~F.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 City 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

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- 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 City a certificate showing the premiums to be fully paid as well as a copy of the applicable policy, including all endorsements. The City, including its officers and employees 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 City 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 City. The City must be listed as an additional insured.
- C. City-Required Insurance Statement: The Contractor shall include the following statement on insurance certificates submitted to the City.

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior to written notice will be given to the City of Albion."

INDEMNITY

The Contractor shall indemnify, defend and save harmless the City of Albion, 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 City, 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 City, its commissioners, officers, agents, representatives and employees.

COMPENSATION AND PAYMENT

For the period commencing April 1, 2017, and ending March 31, 2020 (the initial term), residential households will pay Contractor according to the following schedule:

SERVICE YEAR	YEAR 1	YEAR 2	YEAR 3
SERVICE DATES	04/01/2017 TO 03/31/2018	04/01/2018 TO 03/31/2019	04/01/2019 TO 03/31/2020



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SERVICE TYPE	PRICE (MONTHLY; UNLESS NOTED)		
96-Gallon Cart Refuse Service	\$8.85	\$8.85	\$8.85
Yard Waste Service	\$6.25	\$6.25	\$6.25
Refuse and Yard Waste Exceeding Limit (Extra Bags or Bundles)	\$2.00 per Bag	\$2.00 per Bag	\$2.00 per Bag
Municipal Refuse Services	2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service.	2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service.	2-Yard, 4-Yard, and 6-Yard Containers Charged at \$60 per Container per Month for Once-a-Week Service.
Annual Festival Refuse Services	20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container).	20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container).	20-Yard Roll Offs Containers Charged at \$100 per Container for Delivery and Removal; Disposal charged at \$48 per Ton (Minimum Two (2) Tons per Roll Off Container).
Annual Clean Up Refuse Services	Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container).	Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container).	Rear-Load (REL) compaction Vehicles Charged at \$160 per Hour (Including Travel Time); 30-Yard Roll Off Containers charged at \$160 per Container for Delivery and Removal; Disposal for REL and Roll Offs at \$48 per Ton Minimum Two (2) Tons per Roll Off Container).

PAYMENT SCHEDULE

Residential households will be invoiced, in advance and quarterly for all services. Residents who might find quarterly invoicing a hardship may make arrangements for monthly invoicing directly with Contractor.

NON-PAYMENT

Contractor will use best efforts to collect balances owed from residents. Contractor reserves the right to use a third party professional collection agency (including credit reporting) to collect balances. City agrees to help Contractor with updated records and contact information for residents who move from the city without paying Contractor. After sixty (60) days of non-payment to Contractor, Contractor may cease servicing resident. Residents not serviced due to non-payment will be responsible for compliance with City ordinances and codes regarding refuse collection. Contractor shall not reasonably refuse to reactivate collection services after payment of full past due balances. City and Contractor agree that the City shall not be responsible for the payment of resident's delinquent account.

ADDITIONAL FEES

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

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,

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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 City 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 disagreements, lawsuits, actions, litigation, and disputes in the Calhoun County courts, State of Michigan.

Severability

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

Modification

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

Termination

Except as provided in the paragraph above entitled "Material Breach", either party may terminate this agreement for any reason with one hundred eighty (180) days written notice to the other party.

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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: CITY OF ALBION

By: _____

By: Jill Domingo
Its: Clerk

By: Garrett Brown
Its: Mayor

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ATTEST: GRANGER WASTE SERVICES

By: _____

By: Sean McHugh
Its: Director of Sales

