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.

David Atchison
Mayor

Vicky Clark
Council Member
1st Precinct

Lenn Reid
Council Member
2nd Precinct

Al Smith
Council Member
3rd Precinct

Marcola Lawler
Council Member
4th Precinct

Jeanette Spicer
Council Member
5th Precinct

Shane Williamson
Mayor Pro Tempore
Council Member
6th Precinct

Darwin McClary
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

NOTICE FOR PERSONS WITH HEARING IMPAIR-MENTS 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
Wednesday, January 29, 2020
Ludington Center
101 N. Superior St.

7:00 P.M.

PLEASE TURN OFF CELL PHONES DURING MEETING

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. ITEMS FOR INDIVIDUAL DISCUSSION

A. Waste Refuse Contract

V. PUBLIC COMMENTS (Persons addressing the City Council shall limit their comments to no more than three (3) minutes. Proper decorum is required).

VI. CITY MANAGER REPORT

VII. MAYOR AND COUNCIL MEMBER COMMENTS

VIII. ADJOURN

City of Albion
Specifications For Residential Refuse Collection
Bulky Items Pick-up and
Municipal Facilities Collection

The specifications that follow apply to the curbside collection of residential refuse and the collection of refuse from specified city facilities. The Contractor shall comply with these specifications, as well as the existing Solid Waste Ordinance (Chapter 66) of the City. Bidders are expected to fully inform themselves of the area and conditions of the service area.

1. Definitions:

   REFUSE – means putrescible and nonputrescible solid wastes, except body wastes, and includes garbage, rubbish, ashes, incinerator ash, incinerator residue, small dead animals and solid construction and market wastes. The size, weight, and configuration of small rubbish items shall be such that they can be fully contained in an approved 90 gallon curb cart. Refuse does not include yard waste, materials from construction or razing buildings, waste from any manufacturing process or hazardous waste.

   RECYCLABLES – are those items which become a secondary raw material that may be processed into a useful, marketable material. City residents are encouraged to use the free recycling site at 201 N. Clinton Street, Albion, Michigan.

   BULKY WASTE – means large household appliances such as stoves, refrigerators, water tanks, washing machines, freezers, furniture and other household waste of this nature. Appliances must be certified that the Freon has been removed. A limited amount of building or demolition material will be picked up as Bulky Waste. Material must be boxed or bundled into one pile no larger than 4 feet by 3 feet by 2 feet high (24 cubic feet). Does not include liquids or hazardous materials, oil based paint, batteries, tires or car parts, rocks, sand, concrete, rubble or dead animals or brush, stumps, grass or leaves.

   STOP – shall mean each residential dwelling unit, i.e. a single family home is one (1) stop and a duplex dwelling unit is two (2) stops.

2. Term:

   The term of this contract shall be three (3) years commencing on the first (1st) day of November 2008 and ending on the thirty-first (31st) day of October 2011. The City reserves the right to extend the term of this contract by a period of up to ninety (90) days at the rate in effect October 1, 2011. The City shall initiate such an extension by serving written notice to the Contractor at its place of business at

least sixty (60) days prior to the expiration of this contract. Based on successful performance by the Contractor, the City may also consider a three (3) year extension of this contract.

3. Service Requirements:

A. Residential Collection

Collection of refuse shall be made curbside from all single family and duplex residences on the designated day each week. For collection purposes, the City shall be separated into two pick-up zones, i.e. all collection activities shall be completed in two (2) days each week. Collection zones and pick-up days shall be subject to approval by the City.

B. Municipal Facilities Collection

Contractor shall also supply separate dumpster containers for refuse and bulky item collection for all the municipal facilities listed in Appendix A. Said collection service shall be provided once a week, at a minimum, and at such other times as reasonably requested by the City or required by the volume of waste generated.

C. Bulky Item Pick-up

On the first (1st) pick-up day each month, the Contractor shall provide for Bulky Item pick-up from each stop. For each pick-up date the customer shall not place out for pick-up more than one (1) type of Bulky Item, i.e. only one stove, one refrigerator, one couch, etc. In addition, the total volume of bulky items for pick-up on any one pick-up date shall not exceed 128 cubic feet (8 feet by 4 feet by 4 feet high).

4. Special Services:

The Contractor may offer special services not included in the City's program at an extra fee to the residential property owner (which extra fee shall be collected by the Contractor from the property owner), i.e. recyclable pick-up, grass and yard waste pick-up, tire disposal, etc. If these services are to be offered by the Contractor, the Contractor shall furnish the City with a service and price schedule.

5, Compensation:

Contractor shall be compensated for all services requested in the RFP at a monthly rate per stop. City shall make monthly payment to the Contractor within thirty (30) calendar days after the end of the completed month of service. It is the desire of the City to compensate the Contractor each month for the actual

number of housing units receiving service from the Contractor. Therefore it is essential that the City and Contractor work together to adjust the number of stops per month that are being served by the Contractor. The Contractor shall file written notice to the City within ten (10) calendar days after the end of the month documenting any additional stops added during the previous month. If the Contractor fails to provide notice of extra stops for the previous month, then the City shall provide compensation based on the prior month's total stops.

At least ten (10) days prior to the beginning of a month, the City may provide notice to the Contractor of additions and/or deletions to the number of stops for the coming month. This notice will include temporary stoppage of service for customers who will be out of town (or for vacant properties) for a period of at least 30 calendar days. The City will require written notification from any customer wishing to temporarily discontinue service to their property for a period of at least 30 days. Said notice shall be filed with the City by the customer at least 30 calendar days before the date requested for temporary discontinuance of service. Unless approved by the City, all stops will be charged for monthly service and the Contractor shall be paid for said service.

6. Hours and Days of Service:

Curbside collection of residential refuse shall be made during the hours of 7:00 a.m. – 7:00 p.m. The City shall be separated into two pick-up zones with all collection being completed on the same two designated days each week, except for holidays. The regularly scheduled collection days shall be Monday – Thursday. When the day regularly scheduled for collection falls on or after a holiday, then said collection shall be made one day later. Holidays shall be: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Municipal facilities collection shall be made on a schedule mutually acceptable between the Contractor and the City.

7. Containers:

As part of the monthly per stop fee, the Contractor shall provide each customer with a curb cart (covered container with wheels for easy mobility). Each curb cart shall be labeled on the exterior with the Contractor's name and local or "800" telephone number. The Contractor shall provide each customer with a curb cart (minimum 90 gallon capacity) the design and construction of which is acceptable to the City. If a customer desires to have more than one (1) curb cart, then he shall pay the extra cost for such curb cart directly to the Contractor.

The Contractor shall make the initial distribution of curb carts to all City customers at least ten (10) days before service is scheduled to begin. The Contractor shall provide the City with a list of all addresses in the City for which

they have supplied a curb cart. On a monthly basis the Contractor shall provide the City with a list of addresses in the City for which they have removed a curb cart or added a curb cart. Refuse service shall only be supplied to customers who have a curb cart.

8. Location for Pick-up:

All refuse shall be placed at the curb or street edge in the curb cart provided and shall be readily accessible to the Contractor's personnel by 7:00 a.m. on the scheduled day of pick-up. In addition to the curb cart, the Contractor shall collect additional refuse provided that the extra items are properly contained in boxes or bags and the total extra refuse amount does not exceed 35 pounds or eight (8) cubic feet (2 feet by 2 feet by 2 feet high).

9. Customer Waste Only:

Customers are only permitted to dispose of household refuse and Bulky Items generated from their premises. Disposal of refuse and Bulky Items from others is prohibited and the customer shall be subject to the issuance of a civil infraction fine for violation of this requirement.

10. Collection Equipment:

The Contractor shall provide an adequate number of vehicles (all of which must have a current State Inspection sticker), in order to provide for regular collection services. Vehicles shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and local or "800" telephone number of the Contractor in letters not less than four (4) inches in height.

11. Notification:

A. At the beginning of the contract (by June 9, 2008) and annually thereafter, the Contractor shall supply the City with a notice of dates of collection, rates for special services, complaint procedures, regulations, etc. The City shall include the notice in the summer tax bills to all property owners in the City.

B. The Contractor will be responsible for developing a notice, to be approved by the City that will be left at the resident's curb and tagged to materials that are not collected because the material does not meet the collection specifications. Such notice shall detail the reason(s) for which the refuse or other materials were not collected. The Contractor shall maintain a list of addresses at which materials have been so tagged and shall provide this list to the City on a monthly basis.

12. Contractor Personnel:

The Contractor shall assign a qualified person to be in charge of its operations in the City. All collection employees shall be properly attired. The Contractor shall insure that each employee driving a vehicle shall, at all times, carry a valid operator's license for the type of vehicle driven.

13. Performance Bond:

The Contractor shall provide a performance bond with corporate surety, approved by the City that guarantees all provisions of the Contract will be met by the Contractor. The bond shall be in an amount of $100,000.00 and shall be furnished to the City by August 1, 2008. The bond shall remain in place during the life of the Contract and shall continue to indemnify the City against loss resulting from any failure of performance by the Contractor. In the event of failure of the Contractor to perform any of the services under the Contract, the City may declare the Contract at an end and proceed to let such other or substitute agreements or contracts as may be deemed by the City to be necessary to provide for such services.

14. Insurance:

Before beginning work, the Contractor shall provide the City with a certificate of insurance naming the City as additional insured with the following coverage:

Contractor's Liability Insurance

- Bodily Injury – each occurrence $1,000,000
- Property Damage – each occurrence $1,000,000

Automobile Insurance

- Bodily Injury – each person $1,000,000
- Bodily Injury – each accident $2,000,000
- Property Damage – each accident $1,000,000

15. Fuel Price Adjustment

By the 1st of October of each year of the Contract (after the first year) the Contractor may submit a request to the City Council for a rate increase based on the changes in the price of fuel during the last year. Based on the information submitted, the City Council may choose to approve an increase in the cost per stop for refuse pick-up. The Contractor needs to understand that this is an option, but there is no guarantee that an increase will be approved.

16. Construction Projects and Emergencies:

Service shall not be discontinued because of streets that are closed temporarily due to construction or for other reasons. The City agrees to cooperate with the Contractor in providing reasonable access to collection points during such situations.

In the event of a declared civil emergency, such as a snow emergency, the Contractor will work with the City in promptly resuming service as conditions permit.

17. Pre-Bid Meeting:

A pre-bid meeting will be held on Wednesday, May 7, 2008 at 10:00 a.m. at the Albion City hall, 112 W. Cass Street, Albion, Michigan. The purpose of the meeting is to review the RFP, as well as receive and respond to questions from interested parties. Attendance is encouraged, but not mandatory.

Refuse Bid Proposal

The City of Albion is requesting proposals for a three (3) year residential refuse collection contract. Sealed proposals clearly marked on the outside of the envelope "Refuse Bid" should be submitted to the City Clerk, 112 W. Cass Street, Albion, MI 49224 by 2:00 p.m. on Wednesday, May 14, 2008.

The undersigned submits the following proposal to provide residential refuse collection according to the Request for Proposals for the City of Albion.

Residential Refuse Collection

	Year 1 Nov. 1, 2008 – Dec. 31, 2009	Year 2 Jan. 1 – Dec. 31, 2010	Year 3 Jan. 1 – Dec. 31, 2011
Residential Refuse Collection Cost Per Month Per Stop	_____	_____	_____

Company Name: _____

Address: _____

_____

Telephone Number: _____

Authorized Representative (print or type): _____

Title: _____

Signature: _____

Date: _____

Note: The City of Albion reserves the right to accept or reject any or all bids and to waive irregularities and to award the bid that is in the best interest of the City of Albion.

SINGLE HAULER BIDS – LIST OF SERVICES AND QUARTERLY PRICES – First Year

SERVICE	**Granger** First Year		**Republic Services** First Year		**Waste Management** First Year	
	96 Gallon	64 Gallon	96 Gallon	64 Gallon	96 Gallon	64 Gallon
1) Collecting, Hauling, and Disposing of Residential Refuse (Weekly Pick Up)	$26.55	$26.55	$45.00	$43.50	$38.25	$38.25
Rear Yard Service	Rear yard service not offered, however, front of house service provided at no additional cost for physically challenged residents.		$75.00	$73.50	$53.25	$53.25
Additional Container Cost	$26.55	$26.55	$30.00	$30.00	$15.00	$15.00
2.) Collecting, Hauling and Disposing of Residential Refuse (Weekly Pick-Up) and Curbside Collection of Recyclables (Bi-Weekly Pick-Up)	Option #1 (96-Gallon Recycling Cart; Every Other Week Pick-Up): $34.20 Option #2 (Blue Bag Recycling; Weekly Pick-Up): $27.45	Option #1 (96-Gallon Recycling Cart; Every Other Week Pick-Up): $34.20 Option #2 (Blue Bag Recycling; Weekly Pick-Up): $27.45	$60.00	$58.50	$68.10	$68.10
Rear Yard Service	Rear yard service not offered, however, front of house service provided at no additional cost for physically challenged residents.		$105.00	$103.50	$83.10	$83.10
Additional Container Cost	(not reported)	(not reported)	$30.00	$30.00	$15.00	$15.00
Recyclable Container Cost	Included in 2.) Option #1	Included in 2.) Option #1	$70.00 per cart		No charge for first container ; each add'l container $15 per quarter	
3.) Collecting, Hauling and Disposing of Yard Waste (April – November*)* *Curbside Only*	Option #1 (Six Bag Limit; Weekly Pick-Up): $18.75 quarterly Option #2 (Six Bag Limit ; Every Other Week Pick-Up): $13.95 quarterly		$36.00		$12.75	

DRAFT--Updated 9/14/16 10:47am

	(Both options are an additional cost to trash and recycling services)		
Annual July Clean-Up	Rear-load (REL) compaction vehicles $160 per hour (including travel time), 30-Yard Roll Offs $160 per container for delivery and removal, and disposal for REL and Roll Offs at $48 per ton (minimum 2 tons per REL vehicle or roll off).	$155 per hour, per truck + $40.00 ton disposal.	$2,710.00 per quarter
Annual Festival of the Forks	20-Yard Roll Offs $100 per container for delivery and removal, and disposal for at $48 per ton (minimum 2 tons per roll off).	$100.00 total for the event	$0; included at no addt'l charge
Municipal Buildings Service	Containers (2 to 6-yard capacity) charged at $60 per container per month for once-a-week service. Additional services may be available upon request.	No Cost	$0; included at no addt'l charge

SINGLE HAULER BIDS – LIST OF SERVICES AND QUARTERLY PRICES – Second Year

SERVICE	**Granger** Second Year		**Republic Services** Second Year		**Waste Management** Second Year	
	96 Gallon	64 Gallon	96 Gallon	64 Gallon	96 Gallon	64 Gallon
1) Collecting, Hauling, and Disposing of Residential Refuse (Weekly Pick-Up)	$26.55	$26.55	$46.80	$45.30	$39.60	$39.60
Rear Yard Service	Rear yard service not offered, however, front of house service provided at no additional cost for physically challenged residents.		$76.80	$75.30	$55.11	$55.11
Additional Container Cost	$26.55	$26.55	$30.00	$30.00	$15.00	$15.00
2.) Collecting, Hauling and Disposing of Residential Refuse (Weekly Pick-Up) and Curbside Collection of Recyclables (Bi-Weekly Pick-Up)	Option #1 (96-Gallon Recycling Cart; Every Other Week Pick-Up): $34.20 Option #2 (Blue Bag Recycling; Weekly Pick-Up): $27.45	Option #1 (96-Gallon Recycling Cart; Every Other Week Pick-Up): $34.20 Option #2 (Blue Bag Recycling; Weekly Pick-Up): $27.45	$62.40	$60.84	$70.50	$70.50
Rear Yard Service	Rear yard service not offered, however, front of house service provided at no additional cost for physically challenged residents.		$107.40	$105.84	$86.01	$86.01
Additional Container Cost	(not reported)	(not reported)	$30.00	$30.00	$15.00	$15.00
Recyclable Container Cost	Included in 2.) Option #1	Included in 2.) Option #1	$70.00 per cart		No charge for first container ; each add'l container $15 per quarter	
3.) Collecting, Hauling and Disposing of Yard Waste (April – November*)* *Curbside Only*	Option #1 (Six Bag Limit; Weekly Pick-Up): $18.75 quarterly		$37.44		$13.20	

	Option #2 (Six Bag Limit ; Every Other Week Pick-Up): $13.95 quarterly (Both options are an additional cost to trash and recycling services)		
Annual July Clean-Up	Rear-load (REL) compaction vehicles $160 per hour (including travel time), 30-Yard Roll Offs $160 per container for delivery and removal, and disposal for REL and Roll Offs at $48 per ton (minimum 2 tons per REL vehicle or roll off).	$161.20 per hour, per truck + $40.00 ton disposal.	$2,805.00 per quarter
Annual Festival of the Forks	20-Yard Roll Offs $100 per container for delivery and removal, and disposal for at $48 per ton (minimum 2 tons per roll off).	$100.00 total for the event	$0; included at no addt'l charge
Municipal Buildings Service	Containers (2 to 6-yard capacity) charged at $60 per container per month for once-a-week service. Additional services may be available upon request.	No Cost	$0; included at no addt'l charge

SINGLE HAULER BIDS – LIST OF SERVICES AND QUARTERLY PRICES – Third Year

SERVICE	**Granger** Third Year		**Republic Services** Third Year		**Waste Management** Third Year	
	96 Gallon	64 Gallon	96 Gallon	64 Gallon	96 Gallon	64 Gallon
1) Collecting, Hauling, and Disposing of Residential Refuse (Weekly Pick-Up)	$26.55	$26.55	$48.67	$47.17	$40.98	$40.98
Rear Yard Service	Rear yard service not offered, however, front of house service provided at no additional cost for physically challenged residents.		$78.67	$77.17	$57.03	$57.03
Additional Container Cost	$26.55	$26.55	$30.00	$30.00	$15.00	$15.00
2.) Collecting, Hauling and Disposing of Residential Refuse (Weekly Pick-Up) and Curbside Collection of Recyclables (Bi-Weekly Pick-Up)	Option #1 (96-Gallon Recycling Cart; Every Other Week Pick-Up): $34.20 Option #2 (Blue Bag Recycling; Weekly Pick-Up): $27.45	Option #1 (96-Gallon Recycling Cart; Every Other Week Pick-Up): $34.20 Option #2 (Blue Bag Recycling; Weekly Pick-Up): $27.45	$64.90	$63.27	$72.96	$72.96
Rear Yard Service	Rear yard service not offered, however, front of house service provided at no additional cost for physically challenged residents.		$109.90	$108.27	$89.01	$89.01
Additional Container Cost	(not reported)	(not reported)	$30.00	$30.00	$15.00	$15.00
Recyclable Container Cost	Included in 2.) Option #1	Included in 2.) Option #1	$70.00 per cart		No charge for first container ; each add'l container $15 per quarter	

3.) Collecting, Hauling and Disposing of Yard Waste (April – November*)* *Curbside Only*	Option #1 (Six Bag Limit; Weekly Pick-Up): $18.75 quarterly Option #2 (Six Bag Limit ; Every Other Week Pick-Up): $13.95 quarterly (Both options are an additional cost to trash and recycling services)	$38.94	$13.65
Annual July Clean-Up	Rear-load (REL) compaction vehicles $160 per hour (including travel time), 30-Yard Roll Offs $160 per container for delivery and removal, and disposal for REL and Roll Offs at $48 per ton (minimum 2 tons per REL vehicle or roll off).	$167.65 per hour, per truck + $40.00 ton disposal.	$2,903.75 per quarter
Annual Festival of the Forks	20-Yard Roll Offs $100 per container for delivery and removal, and disposal for at $48 per ton (minimum 2 tons per roll off).	$100.00 total for the event	$0; included at no addt'l charge
Municipal Buildings Service	Containers (2 to 6-yard capacity) charged at $60 per container per month for once-a-week service. Additional services may be available upon request.	No Cost	$0; included at no addt'l charge

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

THIS AGREEMENT (the "Agreement") made and entered into on this 24th 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 desires to secure the services of the Contractor, which include:

1. Residential collection, including carts, collection, hauling, and disposal of solid waste;
2. Residential yard waste including hauling and processing of materials;
3. Municipal building service including containers, hauling, and disposal of solid waste; and
4. Service for an annual clean up, festivals, and similar events including containers, hauling, and disposal of solid waste;

WHEREAS, the Contractor desires to provide said services in compliance with the 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 do 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 occupied dwelling within the City of Albion, that is currently receiving water service from the City. Additionally, single-family occupied dwellings within the City of Albion located on Locust Lane and Haven Lane that receive partial services from the City of Albion, are also defined as a residential household for the purposes of this agreement. Dwellings 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 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 occupied residential households within the City of Albion. Also included is equipment, 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 Trash Carts	Once per Week
Albion EDC	309 North Superior Street, Albion, MI 49224	1	96-Gallon Trash Cart	Once per Week
Albion Fire Department	207 North Clinton Street, Albion, MI 49224	2	96-Gallon Trash Carts	Once per Week

RESIDENTIAL REFUSE COLLECTION

Contractor will collect properly prepared and placed refuse, once each week, from each occupied 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 occupied 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

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-up event annually. The date of the clean-up will be determined by mutual agreement each year. The 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 confirm 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:

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 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:

Service Type	Limits
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

[1] Yard 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:

Service Type	Container Size
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

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, as determined by the Contractor, Contractor will service refuse and yard 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 City expressly approves such service to those residents with significant physical limitations.

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

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

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.

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

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
SERVICE TYPE	PRICE (MONTHLY; UNLESS NOTED)		
96-Gallon or 64-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, from the date of the invoice, 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. 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, 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 claims, disagreements, lawsuits, actions, litigation, and disputes shall be heard 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 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 City of Albion, the City 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:

By: Jill Domingo

Jill Domingo
Its: Clerk

CITY OF ALBION

Garrett Brown
Its: Mayor

ATTEST:

By: Maria E. Copeland

Maria Copeland
Its: Notary

MARIA E. COPELAND
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires March 6, 2022
Acting in the County of Clinton

GRANGER WASTE SERVICES

Sean McHugh
Its: Director of Sales

Approved as to Form:

City Atty

GRANGER
COLLECTING TOMORROW'S ENERGY