

Trash and Recyclable Pick-up Agreement

This Agreement (the "Agreement") is made as of _____, between the Township of Sagola, a Municipal corporation existing under the laws of the State of Michigan (the "Township") and a Michigan Contractor_____ .

The Township and the Contractor agree as follows:

1. Definitions--

A. A **Container** is a container having a distinctive color or labeling, and of a size and strength mutually agreeable to the parties to be procured by the Township at the Township's expense and provided to persons wishing to dispose of trash or recyclables. Containers to be used exclusively for recyclables shall be distinguishable from those used for trash, and shall be sufficiently translucent to allow a determination of the nature of their contents by visual inspection ("Recyclable Container"). The term "Container" includes Recyclable Containers.

B. A **Large Item** is any item destined for disposal, which is too large to fit in a Container and is an item of a type generally used in the occupancy of residential premises. Large Items shall not include the following, nor shall Containers contain the following:

- i. Items which by virtue of their size or weight are not reasonably easily moved or transported by commonly available means.
- ii. Items which are, or contain, materials not eligible for disposal at the Facility, or are otherwise excluded from the definition of a Large Item. Such items include, by way of illustration and not by way of limitation, the following:
 - a. Construction materials and construction or demolition debris, including particularly masonry;
 - b. Refrigerators and air conditioners, unless propane fueled;
 - c. Tires;
 - d. Liquids;
 - e. Dead or live animals.

C. A **Recyclable** is an object made of such materials and prepared in a manner as may from time to time be determined by the Township, and made of

materials acceptable by the Facility for recycling and prepared in a manner as may be required by the Facility. Examples of such materials at present include aluminum, tin-plated steel cans, newspaper, cardboard and certain plastics.

2. **Independent Contractor Relationship-** Contractor shall furnish, at its own expense, all labor, services, materials and equipment to perform the work described in the contract. It is agreed that the Contractor has exclusive control and direction over the methods and means used to accomplish its duties under the Agreement, and that it has no employment relationship with the Township, or any relationship to the Township other than that of an independent contractor.

3. **Description of Work-** Each Monday (or the following Tuesday if Monday is a National Holiday) during the term of the Agreement, beginning not earlier than 7:00 am, Contractor will pick up all securely closed Containers and all Large Items which may be placed alongside any public road within the Township, and subsequently transport them to the Dickinson County Solid Waste Disposal Facility located south of Iron Mountain, Michigan (the "Facility"), where it will cause the Recyclable Containers to be placed in the appropriate receptacles for Recyclables provided by the Facility and the other Containers and Large Items to be tipped. The Township will pay the Facility's tipping fees for Large Items and Containers other than Recyclable Containers. Large items will not be picked up from Memorial Day through Labor Day due to the increased volume of trash.

4. **Exceptions to Duty to Pick Up and Transport-** Contractor shall not be required to pick up or transport any item which:

- A. Is not contained in a securely Container and is not a Large Item;
- B. Is a Recyclable Container containing more than one type of Recyclable;
- C. Contains any material not accepted for disposal at the Facility;
- D. Is a Recyclable Container not containing Recyclables.

5. **Contractor's Compensation-** The Township shall pay Contractor \$_____ per month during the term of the Agreement, payable on or about the 10th of each month following the month in which the services were rendered.

6. **Term-** This Agreement shall be in effect from June 10, 2024, through May 31, 2025, inclusive, so long as Contractor is in compliance with its obligations under the Agreement, but may be terminated by the Township earlier for Contractor's noncompliance with or nonperformance of the Agreement.

7. **Proof of Insurance-** Contractor shall provide the Township evidence that it carries and has in full force and effect during the term of the Agreement insurance

coverage in an amount not less than \$100,000.00 per claimant and \$500,000.00 per occurrence for claims arising out of the performance of this Agreement and the operation of any vehicles incident to that performance. Contractor represents that it has no employees, and agrees to notify the Township if it shall use any employees in the performance of the Agreement and prior to using any such employees, provide the Township with proof of such Workers' Compensation insurance coverage as may be required by law.

DATED:

**Contractor
By:**

**Township of Sagola
By:**

Contractor

Michael Cline
Supervisor