



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Tuesday, October 15, 2024 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[Launch Meeting - Zoom](#)**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

IV. AGENDA APPROVAL

V. PRESENTATIONS

- A. Budget Presentation for end of Fiscal Year 2023/2024

VI. RESOLUTIONS/MOTIONS

- A. Resolution No. 2024-232 Approving and Adopting the Opt Out Option for the medical benefits plan coverage year 01/01/2024 through 12/31/2024 to comply with 2011 Public Act 152.
- B. Resolution No. 2024 -233 Approving a one-year contract from January 1, 2024, to December 31, 2024, for Blue Cross Blue Shield and Blue Care Network benefit plans for all eligible participating employees and retirees, and a contract with EHIM to administer the self-funded WRAP and prescription portions of the BCBS Community Blue PPO program and coordinate all benefits and costs with Blue Cross Blue Shield of Michigan.
- C. Postponed Resolution No. 2024-207 Authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund.

VII. PUBLIC COMMENT (3 MINUTES)

VIII. ORDINANCES FIRST READING

- A. Ordinance No. 1440 - An Ordinance Entitled "An Ordinance to approve a supplemental allocation for Legal Services for Fiscal Year 24-25 and 25-26".
Public Hearing Resolution No. 2024-234, close the public hearing.
Resolution No. 2024-235, determination.

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-238 Approving the minutes of the Council Meetings of September 17, October 1, and October 4, 2024.
- B. Postponed Resolution No. 2024-219 Approving a new 2024 Intergovernmental Agreement between the City and the DDA, which will replace the 2016 Agreement.
- C. Postponed Resolution No. 2024-224 Approving an 18-month extension of the janitorial contract with RNA Facilities Management of Ann Arbor with a 3% increase in cost.
- D. Postponed Resolution No. 2024-225 Approving a service agreement with Stevens Disposal, current City contractor, to provide roll-off dumpster service to the Department of Public Works.
- E. Postponed Resolution No. 2024-228 requesting that the Michigan Attorney General issue an opinion on whether the Police Budget ballot initiative may appear on a ballot, and also requesting that the Washtenaw County Clerk reject the ballot initiative and prohibit it from appearing on any ballot based on lack of clarity and/or lack of chronological coherence.
- F. Resolution No. 2024-237 Approving the agreement between the City of Ypsilanti and Recycle Ann Arbor to have Recycle Ann Arbor provide processing and materials marketing services for the City; also authorizing the City Manager to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the authorization of this contract.
- G. Resolution 2024-238 Approving the proposed modification to Section 5 of the membership agreement with WRRMA, to explore the possibility of issuing a joint RFP for solid waste collection and binding the City to that contract.
- H. Resolution No. 2024-239 Accepting the State of Michigan \$3,000,000 grant and certifying that not less than \$1,000,000 of the grant funds will be used for the Frog Island Parking Lot infrastructure improvements and the remainder be used for the Department of Public Works infrastructure improvements.
- I. Resolution No. 2024-240 Directing the city manager to use all appropriate resources, including police presence, to ensure a safe downtown for all residents, visitors, and business owners; and that these resources shall be used to uphold and respect the civil rights of all residents, visitors, and business owners.

X. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission
- B. Human Relations Commission
- C. Parks and Arts Commission
- D. Sustainability Commission

- E. Historic District Commission
- F. Planning Commission
- G. Zoning Board of Appeals

XI. LIAISON REPORTS

- A. SEMCOG Update
- B. Washtenaw Area Transportation Study
- C. Urban County
- D. Ypsilanti Downtown Development Authority
- E. Friends of Rutherford Pool

XII. COUNCIL PROPOSED BUSINESS

XIII. COMMUNICATIONS FROM THE MAYOR

XIV. COMMUNICATIONS FROM THE CITY MANAGER

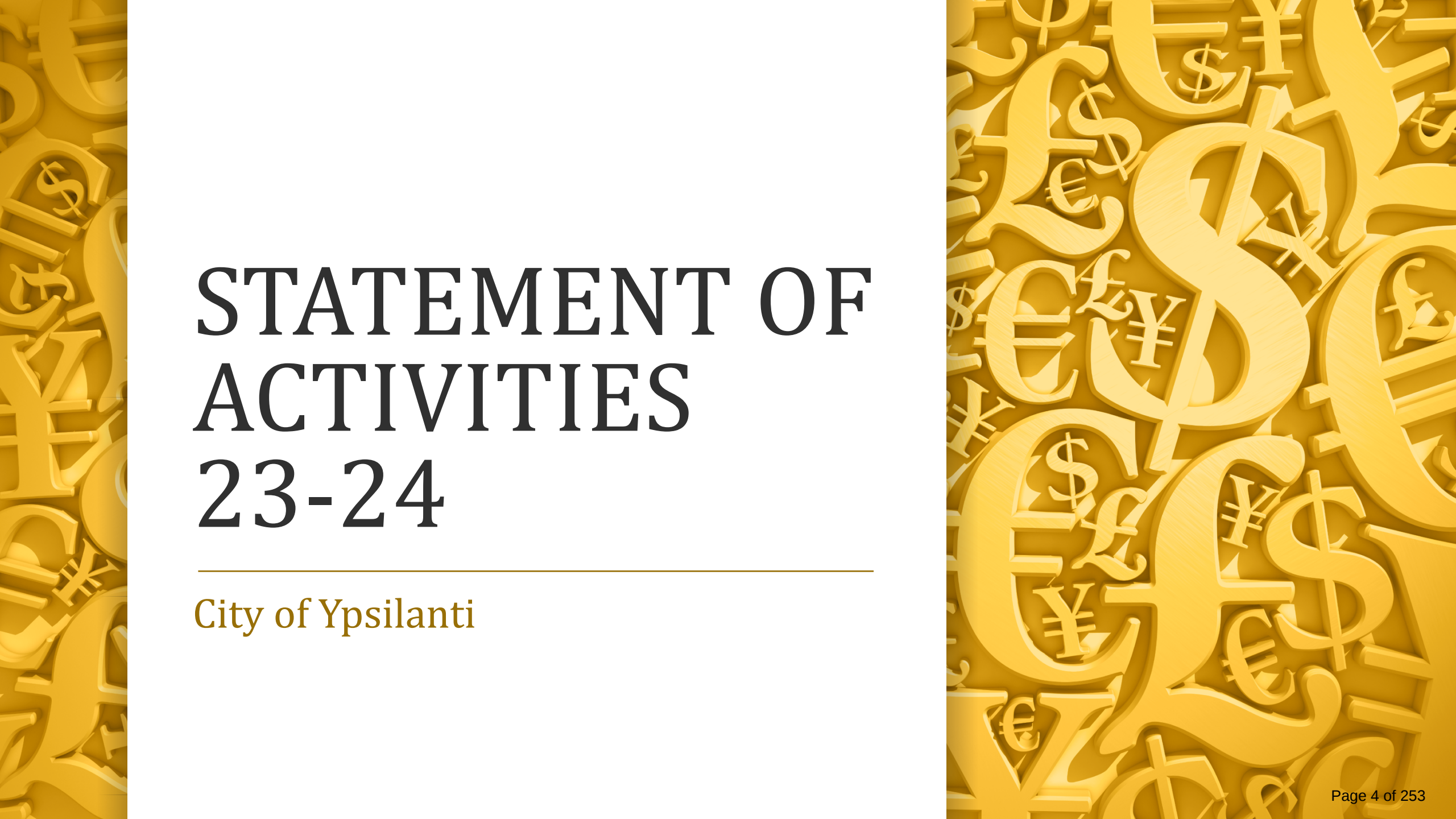
XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

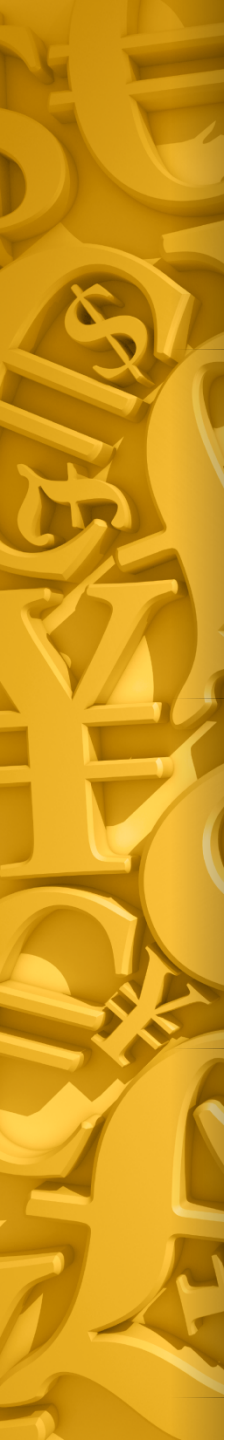
XVIII. ADJOURNMENT

- A. Resolution No. 2024-241, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



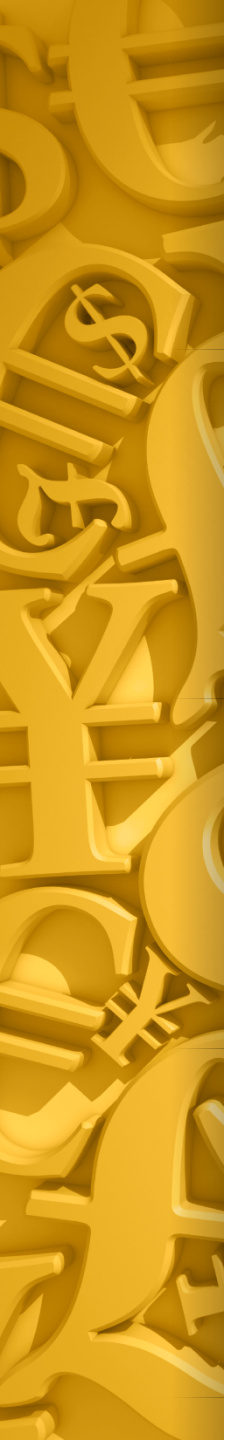
STATEMENT OF ACTIVITIES 23-24

City of Ypsilanti

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City Operations

- This report covers FY July 1,2023-June 30,2024
- The figures in this presentation are Unaudited(Audit on process)
- Only the more important funds are presented in this presentation



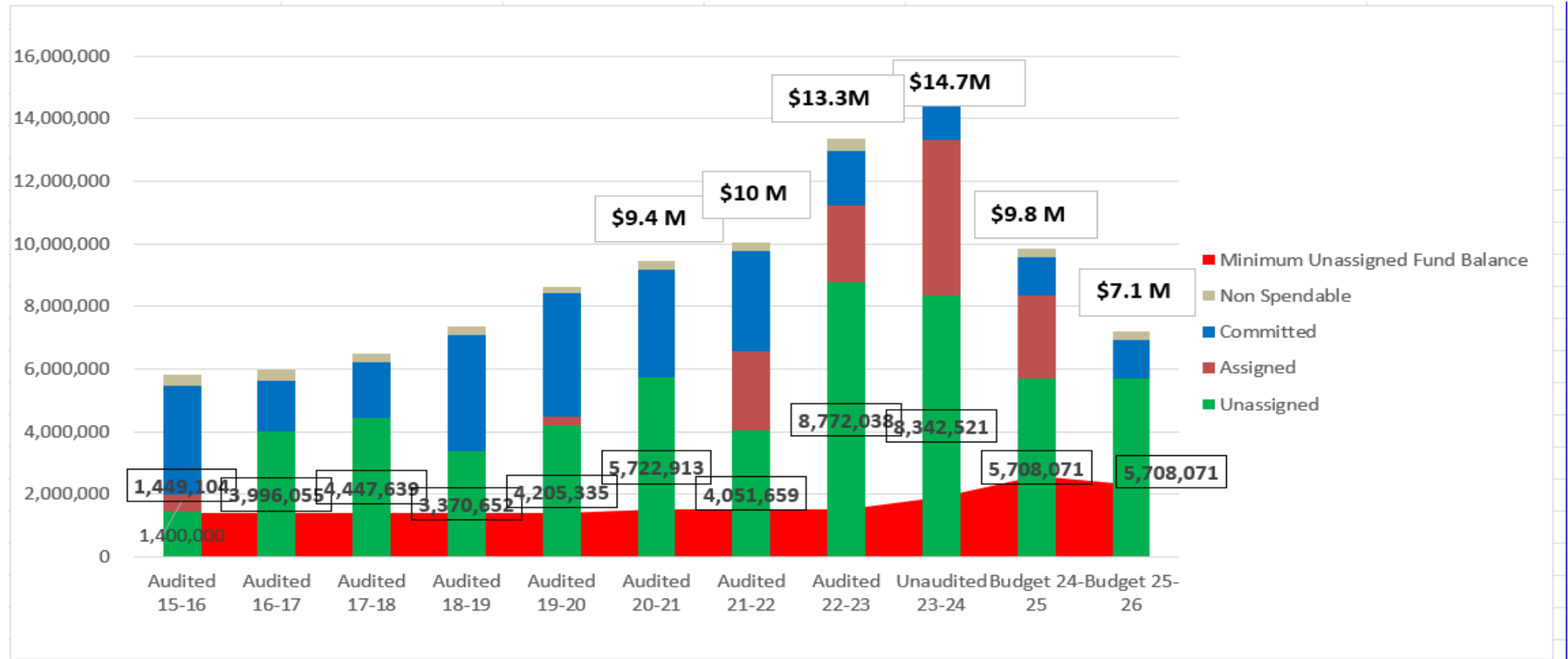
Contents

- General Fund 101
- Major Street 202
- Public Safety 205
- Garbage and Rubbish 226
- Capital Improvement 414
- Motorpool 641
- Fire and Police Pension 732

General Fund 101

Description	ACCOUNT NAME	CURRENT BUDGET	23-24	BUDGET BALANCE	% VARIANCE
REV					
TAXES		10,374,915	10,366,743	(8,172)	99.92%
INTERGOVERNMENTAL		4,474,172	4,381,309	(92,863)	97.92%
CHARGES FOR SERVICES		1,012,343	1,021,225	8,882	100.88%
FINES & FORFEITS		111,508	124,872	13,364	111.98%
GRANTS		146,420	192,015	45,595	131.14%
INVESTMENT EARNINGS		693,387	993,803	300,416	143.33%
LICENSES AND PERMITS		1,427,421	1,419,902	(7,519)	99.47%
OTHER REVENUE		512,943	421,771	(91,172)	82.23%
RENTALS		140,283	162,904	22,621	116.13%
DONATIONS		5,083	5,654	571	111.24%
TRANSFERS IN		220,000	220,000	0	100.00%
REV Total		19,118,474	19,310,198	191,724	101.00%
EXP					
SALARIES		(6,183,798)	(6,134,679)	49,119	99.21%
BENEFITS		(5,808,332)	(5,187,655)	620,677	89.31%
OPERATING EXPENSES		(3,079,203)	(2,937,318)	141,885	95.39%
CONTRACTUAL SERVICE		(1,611,033)	(1,382,474)	228,559	85.81%
TRANSFERS OUT		(2,233,166)	(2,233,166)	0	100.00%
EXP Total		(18,915,532)	(17,875,293)	1,040,240	94.50%
WATER STREET GRANT					
GRANTS		1,495,000	1,130,388	(364,612)	75.61%
CONTRACTUAL SERVICE		(1,661,238)	(1,130,388)	530,850	68.04%
WATER STREET GRANT Total		(166,238)	0	166,238	0.00%
RUTHERFORD POOL		(25,912)	(0)	25,912	0.00%
Surplus/(Shortfall)		10,792	1,434,906	1,424,114	13296.03%

Fund Balance History and Projection



Major Street 202

Description	Amount
Beginning Fund Balance	4,350,588
Surplus/(Shortfall)	(205,705)
Unaudited Ending Fund Balance	4,144,883

FUND 202

Description	ACCOUNT NAME	CURRENT BUDGET	23-24	BUDGET BALANCE	% VARIANCE
REV					
INTERGOVERNMENTAL		2,132,674	2,230,448	97,774	104.58%
GRANTS		0	100,000	100,000	0.00%
INVESTMENT EARNINGS		124,460	200,453	75,993	161.06%
LICENSES AND PERMITS		74,410	74,460	50	100.07%
REV Total		2,331,544	2,605,361	273,817	111.74%
EXP					
SALARIES		(353,741)	(346,256)	7,485	97.88%
BENEFITS		(119,931)	(59,272)	60,660	49.42%
OPERATING EXPENSES		(326,438)	(216,895)	109,543	66.44%
CONTRACTUAL SERVICE		(186,117)	(92,326)	93,791	49.61%
CAPITAL EXPENDITURES		(3,229,565)	(2,096,317)	1,133,248	64.91%
EXP Total		(4,215,792)	(2,811,065)	1,404,727	66.68%
Surplus/(Shortfall)		(1,884,249)	(205,705)	1,678,544	10.92%

Public Safety 205

Description	Amount
Beginning Fund Balance	234,726
Surplus/(Shortfall)	95,327
Unaudited Ending Fund Balance	330,053

FUND	205
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Description	ACCOUNT NAME	CURRENT BUDGET	23-24	BUDGET BALANCE	% VARIANCE
REV					
INTERGOVERNMENTAL		430,000	525,327	95,327	122.17%
REV Total		430,000	525,327	95,327	122.17%
EXP					
TRANSFERS OUT		(430,000)	(430,000)	0	100.00%
EXP Total		(430,000)	(430,000)	0	100.00%
Surplus/(Shortfall)		0	95,327	95,327	0.00%

Garbage 226

Description	Amount
Beginning Fund Balance	82,428
Surplus/(Shortfall)	86,609
Unaudited Ending Fund Balance	<u>169,037</u>

FUND	226
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Description	ACCOUNT NAME	CURRENT BUD-GET	23-24	BUD-GET BALANCE	% VARIANCE
REV					
TAXES		952,034	1,000,602	48,568	105.10%
CHARGES FOR SERVICES		70,967	27,673	(43,294)	38.99%
GRANTS		60,548	60,548	(0)	100.00%
INVESTMENT EARNINGS		6,001	7,620	1,619	126.98%
OTHER REVENUE		360,778	366,118	5,340	101.48%
REV Total		1,450,328	1,462,561	12,232	100.84%
EXP					
SALARIES		(355,485)	(457,061)	(101,576)	128.57%
BENEFITS		(146,900)	(84,844)	62,056	57.76%
OPERATING EXPENSES		(289,211)	(218,183)	71,028	75.44%
CONTRACTUAL SERVICE		(616,000)	(615,863)	137	99.98%
EXP Total		(1,407,596)	(1,375,952)	31,644	97.75%
Surplus/(Shortfall)		42,732	86,609	43,877	202.68%

Capital Improvement 414

Description	Amount
Beginning Fund Balance	1,217,473
Surplus/(Shortfall)	1,046,901
Unaudited Ending Fund Balance	<u>2,264,374</u>

FUND 414

Description	ACCOUNT NAME	CURRENT BUDGET	23-24	BUDGET BALANCE	% VARIANCE
REV					
GRANTS		539,800	229,000	(310,800)	42.42%
INVESTMENT EARNINGS		35,780	58,078	22,298	162.32%
TRANSFERS IN		1,329,774	1,329,774	0	100.00%
REV Total		1,905,354	1,616,852	(288,502)	84.86%
EXP					
SALARIES		(5,073)	(262)	4,811	5.16%
BENEFITS		(925)	(194)	731	20.93%
OPERATING EXPENSES		(16)	(16)	0	99.94%
CONTRACTUAL SERVICE		(575,000)	(168,502)	406,498	29.30%
CAPITAL EXPENDITURES		(2,034,764)	(399,673)	1,635,091	19.64%
EXP Total		(2,615,778)	(568,646)	2,047,132	21.74%
GRANTS					
GRANTS		0	91,517	91,517	0.00%
OTHER REVENUE		300,000	0	(300,000)	0.00%
CAPITAL EXPENDITURES		(300,000)	(92,821)	207,179	30.94%
GRANTS Total		0	(1,304)	(1,304)	0.00%
Surplus/(Shortfall)		(710,424)	1,046,901	1,757,325	-147.36%

Assigned Fund Balance Capital Improvement

414 Projects	Amount
Software and Hardware Upgrade	\$ 53,565
Master Plan	11,097
City Wide Upgrade	1,574,316
Police Facility Upgrade	71,597
Fire Facility Upgrade	84,517
Park Capital Improvement	137,727
Parking Upgrade	65,138
Unassigned	266,288
Total	2,264,374

Motorpool 641

Description		Amount
Beginning Fund Balance	Unassigned	1,823,047
Surplus/(Shortfall)		91,575
Unaudited Ending Fund Balance		<u>1,914,622</u>

FUND 641

Description	ACCOUNT NAME	CURRENT BUDGET	23-24	BUDGET BALANCE	% VARIANCE
REV					
CHARGES FOR SERVICES		1,283,261	1,253,344	(29,917)	97.67%
INVESTMENT EARNINGS		135,152	144,658	9,506	107.03%
INSURANCE REIMBURSEMENT		17,000	32,626	15,626	191.92%
REV Total		1,435,413	1,430,629	(4,784)	99.67%
EXP					
SALARIES		(199,841)	(216,201)	(16,360)	108.19%
BENEFITS		(91,132)	(43,043)	48,089	47.23%
OPERATING EXPENSES		(844,892)	(751,988)	92,904	89.00%
CONTRACTUAL SERVICE		(263,865)	(327,822)	(63,957)	124.24%
EXP Total		(1,399,730)	(1,339,054)	60,676	95.67%
Surplus/(Shortfall)		35,683	91,575	55,892	256.63%

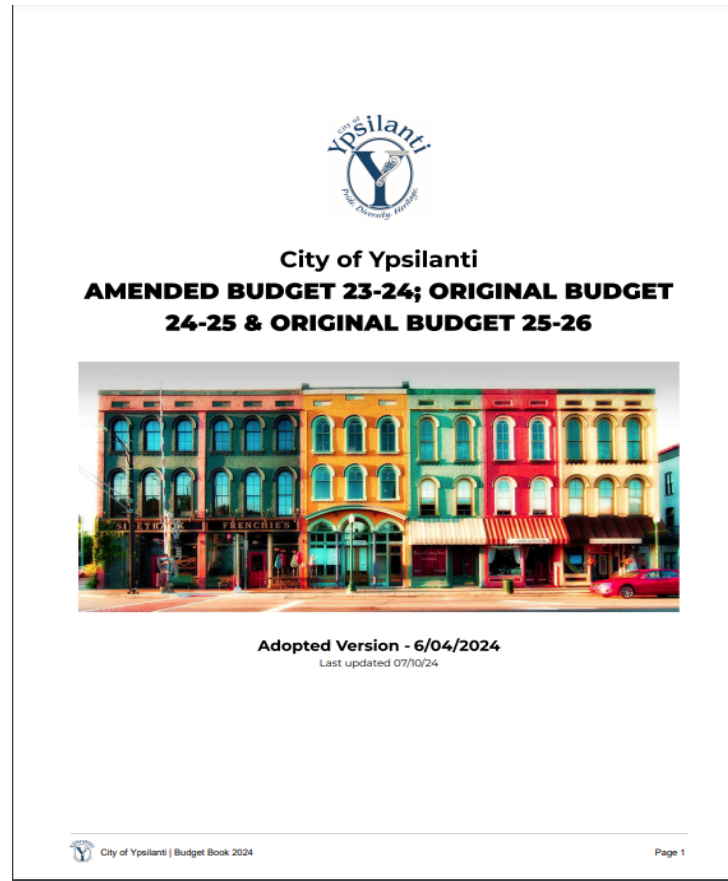
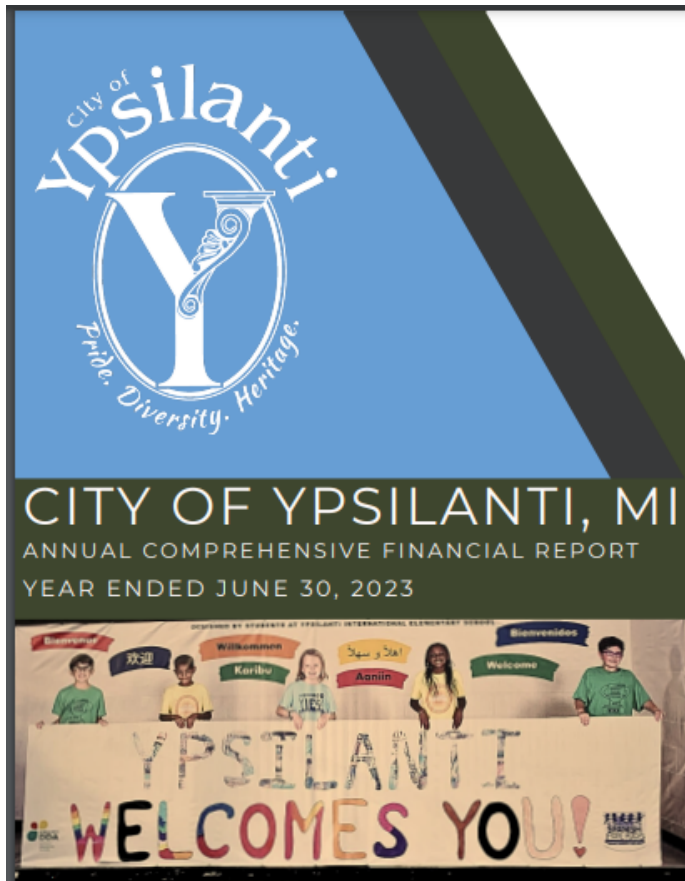
Fire and Police Pension 732

Description	Amount
Beginning Fund Balance	25,514,010
Surplus/(Shortfall)	8,152,212
Unaudited Ending Fund Balance	<u>33,666,222</u>

FUND 732

Description	ACCOUNT NAME	CURRENT BUDGET	23-24	BUDGET BALANCE	% VARIANCE
REV					
GRANTS		5,894,221	5,894,221	0	100.00%
INVESTMENT EARNINGS		2,525,501	4,081,782	1,556,281	161.62%
EMPLOYEE CONTRIBUTIONS		246,463	285,561	39,098	115.86%
EMPLOYER CONTRIBUTIONS		2,280,000	2,280,000	(0)	100.00%
REV Total		10,946,185	12,541,564	1,595,379	114.57%
EXP					
BENEFITS		(4,388,099)	(4,136,712)	251,387	94.27%
OPERATING EXPENSES		(248,683)	(252,640)	(3,957)	101.59%
EXPTotal		(4,636,782)	(4,389,352)	247,430	94.66%
Surplus/(Shortfall)		6,309,403	8,152,212	1,842,809	129.21%

Cover page contest



- Criteria
- Prize
- Entry per person



REQUEST FOR LEGISLATION

October 15, 2024

To: Mayor and City Council
From: Andrew Hellenga, City Manager
Subject: Discussion on PA 152 of 2011 Healthcare Cost Contributions for 2024

Summary & Background:

Each year, the City is required to comply with the Michigan Public Act 152 of 2011, as amended, in regard to employer paid health care benefits for employees. The "Act" provides the City with three options to comply with the law.

Option #1 – Take no action and comply with the Hard Cap Limits established by the state.

Option #2 – By majority vote, approve a 20% cost sharing by the employees.

Option #3 - By 2/3 vote of Council, elect the Opt-Out Option and exempt itself from the requirements of the Act.

Option #1 would cost the City approximately \$1,210,412 and the employees approximately \$274,137 annually.

Option #2 would cost the City approximately \$1,187,639 and the employees approximately \$296,910 annually.

Option #3 would cost the City approximately \$1,309,694 and the employees approximately \$174,856 annually.

Administration recommends Option #3 to Opt Out, thereby exempting itself from the requirements of the Act. This recommendation is due to the use of "Illustrative Rates" whereby the cost for retiree healthcare is not included in the calculation of the total cost for active employees. (Please see attachment regarding *Shelby Township v Command Officers Association of Michigan*.) Administration is recommending a 15% cost sharing by the employees of the illustrative rates which will keep the City within its budget allocation and at the same time not heavily burdening City employees.

Compared to last year, the City's total premium went up 15%. By opting out, employees will have the least increase in premium cost compared to other options which the City hopes would help in attracting new talents and retaining current employees.

In our effort to attract new employees, the City has changed the effective date of benefits to Date of Hire instead of the first of the month following hire.

Recommended Action: Adopt the Opt Out Option as the City's choice of compliance with PA 152 of 2011, as amended, for 2024.

Attachments: Resolution, Funding Options, *Shelby Township v Command Officers Association of Michigan* Article

City Manager Approval: _____ **Council Agenda Date:** _____

City Manager Comments: _____

Finance Director/Treasurer Approval: _____

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the City Council of the City of Ypsilanti deems it necessary to comply with the State of Michigan 2011 Public Act 152, as amended; and

Whereas, the Act contains three options for complying with the requirements of the Act as follows:

- 1) Hard Cap Option, limits the employer's total annual health care costs for employees based on coverage levels
- 2) 80%/20% Option, limits employer's share of total health care costs to not more than 80%, requires annual majority vote
- 3) Opt Out Option, the City may exempt itself from the requirements of the Act by an annual 2/3 vote; and

Whereas, the City Council has decided to adopt the Opt Out Option as its choice of compliance under the Act.

NOW THEREFORE BE IT RESOLVED THAT the Council of the City of Ypsilanti elects to comply with 2011 Public Act 152, by approving and adopting the Opt Out Option for the medical benefits plan coverage year 01/01/2024 through 12/31/2024.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:

STATE OF MICHIGAN
COURT OF APPEALS

SHELBY TOWNSHIP,

Respondent-Appellant,

v

COMMAND OFFICERS ASSOCIATION OF
MICHIGAN,

Charging Party-Appellee.

UNPUBLISHED
December 15, 2015

No. 323491
MERC
LC No. 12-000067

Before: SHAPIRO, P.J., and O’CONNELL and WILDER, JJ.

PER CURIAM.

Respondent, Shelby Township (the Township), appeals as of right the decision of the Michigan Employment Relations Commission (MERC), which concluded that the Township failed to bargain over a mandatory subject of bargaining and applied an incorrect rate for health insurance to members of the charging party, Command Officers Association of Michigan (the Union). We affirm.

I. LEGAL AND FACTUAL BACKGROUND

The Publicly Funded Health Insurance Contribution Act, MCL 15.561 *et seq.*, limits how much public employers may pay toward healthcare costs for employee medical benefit plans. There are two alternatives available to the public employer: the “hard cap” option, MCL 15.563, gives employers the option to pay a specific amount per employee, while the “percentage” option, MCL 15.564, gives employers the option to pay not more than 80% of total healthcare costs for all employees and elected public officials. A medical benefit plan excludes “benefits provided to individuals retired from a public employer” MCL 15.562(e).

MCL 423.215b(1) provides that after a collective bargaining agreement expires, “a public employer shall pay and provide wages and benefits at levels and amounts that are no greater than those in effect on the expiration date” and that the employees shall pay any increased costs of maintaining their benefits. The cost increase “shall not cause the total employee costs for those benefits to exceed the amount of the employee’s share” under the Act. MCL 423.215b(4)(b).

The Union represents supervising law enforcement officers in the Township. The parties’ collective bargaining agreement expired on December 31, 2010. When the contract expired, the Union’s members paid flat annual rates. In November 2011, the Township adopted

the “percentage” option for only the Union’s members and dispatchers—it decided to apply the “hard cap” option to non-union employees and other bargaining units.

The Union demanded to bargain about the calculation method and total amount of employee contributions, but the Township denied that it had made any decision regarding the amounts of premium sharing. On December 6, 2011, the Township voted to adopt an 80/20 premium sharing plan, and the Union renewed its demand to bargain. On January 11, 2012, the Township advised the Union that it would not bargain about the percentage sharing plan.

The Township’s premium sharing plan became effective and increased the members’ rates on January 1, 2012, even though the employees’ plan did not renew until February 1, 2012. In January 2012, the Union’s members were required to pay both their 20% share and a cost increase for that month. Additionally, the members’ insurance rates were based on bundled rates, which included the insurance costs of retirees, instead of unbundled rates, which did not. John Vance, a plan analyst for the Township’s insurance provider, testified that the insurance provider offered both bundled and unbundled rates to the Township in mid-January 2012.

Following a hearing before a magistrate, MERC ruled that the Township did not violate its duty to bargain by unilaterally choosing the “percentage” option instead of the “hard cap” option. However, MERC concluded that the Township had a duty to bargain about the calculation of the Union members’ premium shares. MERC ruled that the Township improperly relied on bundled rates to calculate the employees’ premiums because MCL 15.562(e) expressly excluded benefits to retirees from medical benefit plans. MERC concluded that the Township could not lawfully require the Union’s members to pay more than 20% of the unbundled rate. It ordered the Township to recalculate the employees’ premiums as of February 1, 2012, and refund any overpayments, as well as the increased cost in January 2012.

II. STANDARDS OF REVIEW

This Court reviews MERC decisions to determine whether the decision is authorized by law and MERC’s findings are supported by competent, material, and substantive evidence. Const 1963, art 6, § 28; *Grandville Muni Executive Ass’n v Grandville*, 453 Mich 428, 436; 553 NW2d 917 (1996). Substantial evidence is evidence that a reasonable person would accept to support a conclusion. *In re Payne*, 444 Mich 679, 692; 514 NW2d 121 (1994) (opinion by BOYLE, J.). We review de novo MERC’s legal decisions. *Branch Co Bd of Comm’rs v UAW*, 260 Mich App 189, 192-193; 677 NW2d 333 (2003). MERC’s legal conclusions are not binding on this Court, but we afford them respectful consideration. See *In re Complaint of Rovas Against SBC Michigan*, 482 Mich 90, 97, 103; 754 NW2d 259 (2008).

III. RATES AS A MANDATORY SUBJECT OF BARGAINING

The Township contends that MERC erred when it concluded that the percentage allocation of premium contributions is a mandatory subject of bargaining. We disagree.

The Public Employee Relations Act (PERA), MCL 423.201 *et seq.*, controls in any conflict with another statute. *Van Buren Co Ed Ass’n v Decatur Pub Schs*, 309 Mich App 630, 643; ___ NW2d ___ (2015). PERA requires public employees to bargain about wages and conditions of employment. MCL 423.215(1). Health insurance benefits are a mandatory subject

of bargaining. *Ranta v Eaton Rapids Pub Schs Bd of Ed*, 271 Mich App 261, 270; 721 NW2d 806 (2006). A public employer does not have a duty to bargain about its choice between the “hard cap” and “percentage” options for employee medical plan contributions. *Van Buren Co Ed Ass’n*, 309 Mich App at 643. But a public employer must bargain about the amount that specific employee groups will pay toward the employees’ portion of the contribution. *Id.* at 645-646.

In this case, MERC ruled that the Township did not have any duty to bargain about its choice of the “percentage” option over the “hard cap” option, but it concluded that the Township did have the duty to bargain over the percentages that the employee groups would contribute. MERC’s decision is consistent with this Court’s interpretation of the same statutory language in *Van Buren Co Ed Ass’n*. We conclude that MERC did not err by concluding that this was a mandatory subject of bargaining.

IV. BUNDLED INSURANCE RATES

The Township also contends that MERC erred when it concluded that it had improperly calculated the employees’ premiums on the basis of bundled rates that included retirees’ insurance costs. According to the Township, it properly relied on a Department of Treasury document that approved of bundled rates. We disagree.

First, even presuming that the Department of Treasury’s “frequently asked questions” document applies to the percentage option,¹ it does not supersede MERC’s interpretation. PERA is a “highly specialized and politically sensitive field of law.” *Kent Co Deputy Sheriffs’ Ass’n v Kent Co Sheriff*, 238 Mich App 310, 313; 605 NW2d 363 (1999). MERC has sole jurisdiction to resolve issues involving unfair labor practices. *Id.* MCL 423.215b is part of PERA, which MERC is charged with enforcing. We conclude that MERC was not bound by the Department of Treasury’s memorandum.

Second, we conclude that MERC did not err as a matter of law when it determined that the Township could not use a rate for its employees’ premiums that included benefits for retired employees. The definition of “medical benefit plan” specifically *excludes* benefits to retired employees. MCL 15.562(e). The bundled rate used in this case included retirees’ costs. The unbundled rate was available to the Township in mid-January, before the employees’ insurance plan renewed on February 1, 2012. The Township’s difficulty in complying with the statute does not render the statute unreasonable or allow this Court to avoid enforcing its language as written. See *Johnson v Recca*, 492 Mich 169, 187; 821 NW2d 520 (2012).

Finally, the Township argues that MERC improperly ordered it to unilaterally recalculate its premiums and reimburse the Union’s members for any healthcare overcharges. Other than restating its previous arguments, the Township provides no authority for the proposition that MERC may not order recalculation and reimbursement as a remedy. We conclude that the Township has abandoned this issue. See *VanderWerp v Plainfield Charter Twp*, 278 Mich App

¹ This document concerned only the “hard cap” option and did not mention the “percentage” option that the Township chose in this case.

624, 633; 752 NW2d 479 (2008). Additionally, we note that MERC may impose any remedy that would make affected employees whole. See *Pontiac Fire Fighters Union Local 376 v Pontiac*, 482 Mich 1, 10; 753 NW2d 595 (2008).

We affirm.

/s/ Douglas B. Shapiro
/s/ Peter D. O'Connell
/s/ Kurtis T. Wilder



REQUEST FOR LEGISLATION

October 15, 2024

To: Mayor and City Council

From: Rachel Frye, Human Resources Director

Subject: Current Health Care Plans for Employees and Retirees

Summary & Background:

The City currently provides active employee and retiree health care benefit plans. The City is proposing the following plans for active employees:

BCBS Community Blue PPO – The City self-funds the first \$4,000/\$8,000 of this plan and the prescription coverage is self-funded by the City, through EHIM who administers the program. Employees pay a co-pay on each prescription. The out-of-pocket maximum for each employee is paid by the City. This option is only available to members of the IAFF as per their collective bargaining agreement.

BCBS Simply Blue PPO 3300 – This is a high deductible (\$1,500/\$3,000) plan and the City contributes to an H.S.A. (\$1,500/\$3,000) regardless of collective bargaining agreement.

BCN HMO H.S.A. – This is a high deductible (\$3,300/\$6,600) plan and the City contributes to an H.S.A. (\$3,300/\$6,600) regardless of collective bargaining agreement.

The retirees are covered by several different plans, depending on the collective bargaining agreement that the employee retired with, or Medicare eligibility. Retirees under age 65 and those not entitled to Medicare Part B are covered by a BCBS plan, with the prescription plan self-funded by the City. Depending on the retiree's plan, they may pay prescription copays, and some up front out of pocket deductibles. Retirees over age 65 that are eligible for Medicare Parts A & B are enrolled in a fully insured BCBS Medicare Advantage plan.

Recommended Action: Approval

Attachments: Resolution

City Manager Approval: _____ **Council Agenda Date:**

City Manager Comments: _____

Finance Director/Treasurer Approval: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Whereas, the Council of the City of Ypsilanti deems it to be in the best interest of the City to continue to keep health care costs in line with our budget; and

Whereas, the current Blue Cross Blue Shield and Blue Care Network Plans will continue to keep health care costs in line with our budget while still offering additional benefits to the active employees and retirees that are eligible to participate.

NOW THEREFORE BE IT RESOLVED THAT, the Council of the City of Ypsilanti approve a one-year contract from January 1, 2024, to December 31, 2024, to offer the following Blue Cross Blue Shield and Blue Care Network benefit plans to all eligible participating employees and retirees: Community Blue PPO, Simply Blue PPO 3000, BCN HMO H.S.A., and Medicare Advantage.

FURTHER THAT, the Council of the City of Ypsilanti approves a one-year contract with EHIM to administer the self-funded WRAP and prescription portions of the BCBS Community Blue PPO program and coordinate all benefits and costs with Blue Cross Blue Shield of Michigan.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

Transfer of Funds to Budget Stabilization Fund Resolution

Whereas the Government Finance Officers Association (GFOA) says "it is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates," and

Whereas the GFOA recommends, "at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures," and

Whereas the City of Ypsilanti currently has \$2 million in its Budget Stabilization Fund (BSF) which represents approximately 32 days' worth of expenditures; and

Whereas the City of Ypsilanti is expected to finish the fiscal year ending on June 30, 2024 with a surplus in excess of \$1 million; and

Whereas the City of Ypsilanti already has \$13.3 in its general fund balance prior to the close of the fiscal year ending June 30, 2024, \$8.1 of which is Unassigned; and

Whereas the City of Ypsilanti continues to project deficits in the current fiscal year and beyond; and

Whereas a transfer of \$1.2 million from the general fund to the BSF would bring Ypsilanti's BSF to \$3.2 million, or approximately 51 days' worth of expenditures, and this transfer would represent significant movement toward;

Now therefore be it resolved that the Finance Director be directed to transfer \$1.2 million into the city's budget stabilization fund.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



October 15, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: Supplemental Allocation for increase for Legal Services

SUMMARY & BACKGROUND:

The City of Ypsilanti went out to bid for legal services to replace retiring City Attorney John Barr. The bid opening occurred on August 22, 2024 with seven bids submitted.

From the seven submissions, staff recommended that Conlin, McKenny, and Philbrick P.C. be awarded the bid with Randy Barker serving as City Attorney. On September 3, 2024, City Council approved the bid award in the amount of \$300,000.

Before approving the contract for the selected attorney City Council must approve a supplemental allocation to increase line item 101-7-2660-818-00, Legal Services, by \$60,000.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Resolution and Ordinance

CITY MANAGER APPROVAL: _____ **COUNCIL AGENDA DATE:** _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



**CITY OF YPSILANTI
NOTICE OF ADOPTED ORDINANCE
Ordinance No. 1440**

THE CITY OF YPSILANTI HEREBY ORDAINS THAT:

AN ORDINANCE TO APPROVE A SUPPLEMENTAL ALLOCATION FOR LEGAL SERVICES FOR FY 24-25 & 25-26

1. Pursuant to the City Charter Section 5.07 (a), SUPPLEMENTAL APPROPRIATION, and as shown below by fund and summary of amendments for the General Fund.

Account Number	Account Name	Original Budget	Amended Budget	Amendment
101-7-2660-818-00	Contractual Service	\$240,000	\$300,000	\$60,000

Further, that in accordance with Section 19(2) of Public Act 621 of 1978, also known as the Uniform Budgeting and Accounting Act, parameters are hereby given to allow transfers between appropriation accounts and within fund totals and within those activities within the control of each department.

2. Copies to be available. Copies of the ordinance are available at the office of the City Clerk for inspection by, and distribution to, the public during normal business hours.

3. Publication and effective date: The City Clerk shall cause this Ordinance, or a summary of the Ordinance, to be published by printing the same in the Washtenaw Legal News. This Ordinance shall become effective after publication at the expiration of 30 days after adoption made, passed and adopted by the Ypsilanti City Council this 4th day of June, 2024.

MADE, PASSED, AND ADOPTED BY THE YPSILANTI CITY COUNCIL THIS 12th DAY OF NOVEMBER, 2024.

Attest

I do hereby confirm that the above Ordinance No. was published in the Washtenaw Legal News
on the ____ day of NOVEMBER, 2024.

Tracey L. Boudreau, City Clerk

CERTIFICATE OF ADOPTING

I hereby certify that the foregoing is a true copy of the Ordinance passed at the regular meeting
of the City Council held on the ____ day of NOVEMBER, 2024.

Tracey L. Boudreau, City Clerk

Notice Published:

First Reading:

Second Reading:

Published:

Effective Date:



Resolution No. 2024 - 234
October 15, 2024

That the public hearing for the supplemental appropriation for legal services be officially closed.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution to approve Ordinance No. 1440

Whereas, The City of Ypsilanti submitted a Request for Proposals for legal services on July 22, 2024; and

Whereas, seven bids were received and reviewed by city administration ultimately recommending McKenny, and Philbrick P.C. with Randy Barker acting as City Attorney; and

Whereas, during September 3, 2024 City Council accepted the bid for legal services retainer in the amount of \$300,000; and

Whereas, when approving the budget City Council appropriated \$240,000 for legal services and will need a supplemental appropriation to cover additional costs.

Therefore be it resolved that council approve an increase of \$60,000 to account number 101-7-2660-818-00 to cover additional costs per contract.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Resolution No. 2024-236
October 15, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

THAT the minutes of the September 27, October 1, and October 4 2024, City Council Meetings be approved.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, September 17, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:02 p.m.

II. ROLL CALL

PRESENT at roll call were Mayor Brown, Mayor Pro-Tem Wilcoxon, Council Member King, Council Member Tooson, Council Member McLean, Council Member Simmons (arrived 7:08 p.m.), and Council Member Sweet. ABSENT: None

III. PLEDGE OF ALLEGIANCE

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.**

IV. AGENDA APPROVAL

Mayor Pro Tem Wilcoxon requested to remove all items from the Consent Agenda.

Mayor Pro Tem Wilcoxon offered, supported by Council Member King, to add the first reading of Ordinance No. 1438.

Council Member Sweet moved to Approve the AGENDA as amended. Council Member Tooson seconded the motion.

Yes:	(6)	Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean
No:	0	None
Absent:	(1)	Desirae Simmons

V. PUBLIC COMMENT (3 MINUTES)

1 Member of the public spoke.

VI. PRESENTATIONS

VII. ORDINANCES FIRST READING

Council Member Simmons moved to Approve Ordinance No. 1438 - An Ordinance entitled "An ordinance to amend Budget appropriations for the Fiscal Year 2024-25". Mayor Pro-Tem Wilcoxon seconded the motion.

Public Hearing Resolution No. 2024-214, close the public hearing.

Resolution No. 2024-213, determination.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean

No: (0) None

Absent: (0)

- A. Ordinance No. 1438 - An Ordinance Entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center".
Public Hearing Resolution No. 2024-202, close the public hearing.
Resolution No. 2024-201, determination.**

NOTE: To accommodate walk-on Ordinance, this Ordinance is now No. 1439

Council Member McLean moved to Approve Ordinance No. 1439 - An Ordinance Entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center". Council

Member Tooson seconded the motion.
Public Hearing Resolution No. 2024-202, close the public hearing.
Resolution No. 2024-201, determination.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

B. Ordinance No. 1439 - An Ordinance entitled "*Electronic Message Board Signs*".
Public Hearing Resolution No. 2024-204, close the public hearing.
Resolution No. 2024-203, determination.

NOTE: To accommodate walk-on Ordinance, this Ordinance is now No. 1440.

Council Member Tooson moved to Approve Ordinance No. 1440 - An Ordinance entitled "*Electronic Message Board Signs*". Council Member King seconded the motion.
Public Hearing Resolution No. 2024-204, close the public hearing.
Resolution No. 2024-203, determination.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

VIII. CONSENT AGENDA

A. Resolution No. 2024-205 Approving all items on the Consent Agenda.

All items were removed from the Consent Agenda.

B. Resolution No. 2024-206 Approving the minutes of the meeting of September 3, 2024.

Council Member Sweet moved to Approve Resolution No. 2024-206 Approving the minutes of the meeting of September 3, 2024. as amended. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 0 None
Absent: (0)

C. Resolution No. 2024-207 Authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund.

Council Member McLean moved to approve Resolution No. 2024-207 authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund. Council Member Sweet seconded the motion.

Council Member Simmons moved to postpone Resolution No. 2024-207 Authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund until the November 12th Council meeting. Council Member King seconded the motion. The motion failed upon a roll call vote as follows:

Yes: (3) Michelle King, Desirae Simmons, Steve Wilcoxon
No: 4 Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean
Absent: (0)

Council Member McLean moved to postpone Resolution No. 2024-207 Authorizing the transfer of \$1.2 million from the general fund into the budget stabilization (rainy day) fund until the October 15th Council meeting. Council Member Tooson seconded the motion.

Yes: (6) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Patrick McLean
No: 1 Desirae Simmons
Absent: (0)

D. Resolution No. 2024-208 Appointing Tom Koch as Employee Delegate and Delonzo Weaver as Alternate to the Municipal Employees' Retirement System annual meeting held October 10-11, 2024.

Council Member Sweet moved to Approve Resolution No. 2024-208 Appointing Tom Koch as Employee Delegate and Delonzo Weaver as Alternate to the Municipal Employees' Retirement System annual meeting held October 10-11, 2024. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

E. Resolution No. 2024-209 Appointing Tracey Boudreau as Officer Delegate and Bonnie Wessler, Director of the Department of Public Services, as Alternate to the Municipal Employees' Retirement System annual meeting held October 10-11, 2024.

Council Member Sweet moved to Approve Resolution No. 2024-209 Appointing Tracey Boudreau as Officer Delegate and Bonnie Wessler, Director of the Department of Public Services, as Alternate to the Municipal Employees' Retirement System annual meeting held October 10-11, 2024. Mayor Pro-Tem Wilcoxen seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

A. Resolution No. 2024-210 Extending the contract with Governmental Consulting Services, Inc (GSCI) for one year, from October 1, 2024 to September 30, 2025 on the terms set forth in the attached contract, for consideration of \$3,000 per month retainer.

Mayor Pro-Tem Wilcoxen moved to Approve Resolution No. 2024-210 Extending the contract with Governmental Consulting Services, Inc (GSCI) for one year, from October 1, 2024 to September 30, 2025 on the terms set forth in the attached contract, for consideration of \$3,000 per month retainer. Council Member King seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

B. Request from the Sustainability Commission to allocate funds in the amount of \$3,000 for the Earth Day event (EDY5).

A motion was made by Council Member Simmons, supported by Mayor Pro Tem Wilcoxen, to allocate \$3,000 to the Sustainability Commission for an Early Day event (EDY5).

Mayor Pro-Tem Wilcoxen moved to Postpone the Request from the Sustainability Commission to allocate funds in the amount of \$3,000 for the Earth Day event (EDY5). until the November 12th meeting. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

C. Resolution No. 2024-211 Authorizing the City Clerk to hire Molly Boudreau, daughter of the City Clerk, as a contract employee for Elections.

Council Member King moved to Approve Resolution No. 2024-211 Authorizing the City Clerk to hire Molly Boudreau, daughter of the City Clerk, as a contract employee for Elections. Council Member Tooson seconded the motion.

Yes: (7) Michelle King, Evan Sweet, Roland Tooson, Desirae Simmons, Steve Wilcoxen, Nicole Brown, Patrick McLean

No: 0 None

Absent: (0)

X. BOARD AND COMMISSION - LIAISON REPORTS

A. Police Advisory Commission

Council Member Tooson reported that the next meeting is Thursday, September 26th at 7pm here in Council Chambers.

B. Human Relations Commission

Council Member King noted that after the last meeting, she found out that a Council appointee decided not to be on the Commission due to work-related issues. That leaves a vacancy.

Council Member King moved to Appoint Ravyn Kalfayan to the Human Relations Commission. Council Member Simmons seconded the motion. The motion failed upon a roll call vote as follows:

<u>Yes:</u>	<u>(3)</u>	<u>Michelle King, Desirae Simmons, Steve Wilcoxen</u>
<u>No:</u>	<u>4</u>	<u>Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean</u>
<u>Absent:</u>	<u>(0)</u>	

Council Member King continued her report by saying there is one spot open on the HRC; please apply! The next meeting is this Thursday.

C. Parks and Arts Commission

Council Member Sweet reported that they had a productive meeting yesterday evening with the two newly appointed members. Talked about the Master Plan and the Youth Poet Laureate Program. Fall River Day will be Sunday, September 29th from 12pm to 3pm at Frog Island with free kayak trips.

D. Sustainability Commission

Council Member Simmons reported that they co-hosted an event last night on Resilience Hub Network. Discussion included 24 hour shelter, how helping the homeless helps reduce crime rates, and housing and other services.

E. Historic District Commission

Council Member McLean reported that there was a fairly short meeting on September 10th primarily about signs for 10 Washington, Cold Comfort, which will be taking the place of Go Ice.

F. Planning Commission

No Meeting.

G. Zoning Board of Appeals

No report.

XI. LIAISON REPORTS

A. SEMCOG Update

Mayor Pro Tem Wilcoxen reported that there will be a webinar on October 7th regarding cyber security and the General Assembly Meeting will be October 24th.

B. Washtenaw Area Transportation Study

No report.

C. Urban County

No report.

D. Ypsilanti Downtown Development Authority

They meet this Thursday.

E. Friends of Rutherford Pool

Mayor Pro Tem Wilcoxen reported that he was able to attend the meeting, due to the MML Conference. Everything went well at the pool this year; it was resurfaced.

XII. COUNCIL PROPOSED BUSINESS

Council Member King -

- At a Neighborhood Association meeting, questions were brought up about the speed bumps on Monroe Street. Past Council Members believe it was voted on by the Council. City Manager Hellenga will research this and update the Council.

Council Member Simmons -

- A few of us were at the MML Conference and I will be sharing some of what I learned with the community - think composting and waste reduction!
- Requesting a Troy Street update
- Noted issues at Washtenaw and Hamilton

Mayor Pro Tem Wilcoxon -

- It was great to go to the MML Conference, travel with fellow Council Members, and see colleagues from around the state.
- The MML, through a State Economic Development Grant, has created a portal that pulls together all the grants available in one place.
- Local concerns about yards.

Council Member Sweet -

- The City and County are having a meeting on September 18th, 6p.m. at the Senior Center to discuss native plantings and rain gardens, specifically at Candy Cane and Recreation Parks.
- Washtenaw and Hamilton issues are plaguing our residents.

Council Member McLean -

- Met with two new police officers today and was impressed with their commitment to the community.

Council Member Tooson -

- Yesterday, I had the chance to attend the swearing in of our two new YPD officers - Officer Celeskey and Officer Plymale. It was great to be able to dig deeper into who they are and why they came here to Ypsi. A big shout-out to Chief Moore as he is a big part of why these officers came to Ypsi.
- There is a basketball game every Monday, 5:30p.m. - 7:30p.m. at the Parkridge Community Center for all high school and middle school kids. Basketball is the draw, but there is also free tutoring for kids who need help with homework, or just an outlet to vent. It's a great program!

XIII. COMMUNICATIONS FROM THE MAYOR

- MML was a great experience. It was nice to spend time with colleagues and I saw a lot of new faces this time. It's great to see more people across the state getting involved.
- Several sessions were very informative, but in light of what happened at YIES, the Active Shooter Training and Emergency Management sessions make you stop and think hard about what could have happened. We and surrounding communities must be mindful and listen to the experiences of other municipalities.

XIV. COMMUNICATIONS FROM THE CITY MANAGER

- There will be an RFP coming for trash & they're looking for buy in from the members, as there were issues last time this was broached.
- The Ride will be doing soil boring testing at the Transit Center.
- Prospect Bridge needs emergency repairs and is planned for October 1st, before salting begins.
- Also attended MML, and an AI workshop - hoping that this may help mitigate staffing shortages.

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

2 Members of the public spoke.

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

A. Resolution No. 2024-212, adjourning the City Council Meeting.

Mayor Brown adjourned the meeting at 10:09 p.m.

B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



**MINUTES
REGULAR COUNCIL MEETING
7:00 PM - Tuesday, October 1, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:01 p.m.

II. ROLL CALL

Present at roll call were Mayor Brown, Mayor Pro-tem Wilcoxen, Council Member King, Council Member Tooson, Council Member McLean. Council Member Sweet. ABSENT: Council Member Simmons

Pro-Tem Wilcoxen moved to EXCUSE the absence of Council Member Simmons. Council Member King supported the motion.

Yes:	(6)	Mayor Brown, Mayor Pro-tem Wilcoxen, Council Member King, Council Member Tooson, Council Member McLean, Council Member Sweet
No:	(0)	None
Absent:	(1)	Council Member Simmons

III. PLEDGE OF ALLEGIANCE

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.**

IV. AGENDA APPROVAL

Council Member King requested to MOVE item K, Resolution No. 2024-229, under Resolution/Motions/Discussions to item A, under Resolution/Motions/Discussions
Council Member King requested to MOVE item F, Resolution No. 2024-2218, under Consent Agenda to item L, under Resolution/Motions/Discussions
Mayor Pro Tem Wilcoxen requested to remove all items from the Consent Agenda. Council Member King supported.

Council Member Tooson moved to Approve the Agenda as amended, Council Member Tooson seconded the motion.

Yes:	(5)	Me'Chelle King, Evan Sweet, Roland Tooson, Nicole Brown, Patrick McLean
No:	(1)	Steve Wilcoxen
Absent:	(1)	Desirae Simmons

V. PUBLIC COMMENT (3 MINUTES)

19 Members of the public spoke.

Mayor Browm adjourned the meeting at 8:13 p.m.

VI. PRESENTATIONS

- A. The Washtenaw Intermediate School District (WISD) Bridge Team, directed by Ms. Darnesha Green; Leticia Horry, presenter.**

VII. ORDINANCES FIRST READING

VIII. CONSENT AGENDA

- A. **Resolution No. 2024-213 Approving all items on the Consent Agenda.**
All items were removed from the Consent Agenda.
- B. **Resolution No. 2024-214 Approving the minutes of the Council Meeting of September 17, 2024.**
- C. **Resolution No. 2024-215 adopting Ordinance No. 1438, entitled "Budget Amendment for Budget Appropriations for 2024-25 Fiscal Year" upon Second and Final Reading.**
- D. **Resolution No. 2024-216 Adopting Ordinance No. 1439 entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center" upon Second and Final Reading.**
- E. **Resolution No. 2024-217 Adopting Ordinance No. 1440 entitled "Electronic Message Board Signs" upon Second and Final Reading.**
- F. **Resolution No. 2024-218 Appointing Colleen Kennedy to the Downtown Development Authority and Alexander Munro to the Ypsilanti Police Advisory Commission.**

IX. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. **Resolution No. 2024-229 directing the City Manager to use all appropriate resources to ensure a safe downtown for all residents, visitors and business owners.**
- B. **Resolution No. 2024-219 Approving a new 2024 Intergovernmental Agreement between the City and the DDA, which will replace the 2016 Agreement.**
- C. **Resolution No. 2024-220 Authorizing Fire Chief Hobbs to sign and administer a Grant from the Department of Labor and Economic Opportunity for Turnout Gear.**
- D. **Resolution No. 2024-221 Approving the State Trunkline Maintenance Contract between the City and the Michigan Department of Transportation with a term beginning on October 1, 2024 and expiring September 30, 2029.**
- E. **Resolution No. 2024-222 Awarding the 2024-2026 Pavement Preventative Maintenance contract to Asphalt Restoration, Inc. for the total bid amount of \$286,650 over three years.**
- F. **Resolution No. 2024-223 Awarding a contract for Prospect Road Restripping and Temporary Concrete Barrier Wall Installation, based on bids received by September 29, 2024 at 8 p.m.**
- G. **Resolution No. 2024-224 Approving an 18-month extension of the janitorial contract with RNA Facilities Management of Ann Arbor with a 3% increase in cost.**
- H. **Resolution No. 2024-225 Approving a service agreement with Stevens Disposal, current City contractor, to provide roll-off dumpster service to the Department of Public Works.**
- I. **Resolution No. 2024-226 Supporting the Ypsilanti Community Utilities Authority (YCUA) and their West Warner Water Main Loop project, and if funding assistance is awarded, that the City will coordinate construction with YCUA and negotiate an easement through Recreation Park in good faith.**
- J. **Resolution No. 2024-227 Approving the request of the SafeHouse Center to tie purple ribbons throughout the city October 1st - October 31st, 2024 during Domestic Violence Awareness Month.**

- K. Resolution No. 2024-228 requesting that the Michigan Attorney General issue an opinion on whether the Police Budget ballot initiative may appear on a ballot, and also requesting that the Washtenaw County Clerk reject the ballot initiative and prohibit it from appearing on any ballot based on lack of clarity and/or lack of chronological coherence.**

X. BOARD AND COMMISSION - LIAISON REPORTS

- A. Police Advisory Commission**
- B. Human Relations Commission**
- C. Parks and Arts Commission**
- D. Sustainability Commission**
- E. Historic District Commission**
- F. Planning Commission**
- G. Zoning Board of Appeals**

XI. LIAISON REPORTS

- A. SEMCOG Update**
- B. Washtenaw Area Transportation Study**
- C. Urban County**
- D. Ypsilanti Downtown Development Authority**
- E. Friends of Rutherford Pool**

XII. COUNCIL PROPOSED BUSINESS

XIII. COMMUNICATIONS FROM THE MAYOR

XIV. COMMUNICATIONS FROM THE CITY MANAGER

XV. COMMUNICATIONS

XVI. PUBLIC COMMENT (3 MINUTES)

XVII. REMARKS FROM THE MAYOR

XVIII. ADJOURNMENT

A. Resolution No. 2024-230, adjourning the City Council Meeting.

Mayor Browm adjourned the meeting at 8:13 p.m.

B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



**MINUTES
REGULAR COUNCIL MEETING
7:00 AM - Friday, October 4, 2024
Council Chambers
One South Huron, Ypsilanti, MI 48197**

I. CALL TO ORDER

Mayor Brown called the meeting to order at 7:03 a.m.

II. ROLL CALL

PRESENT at roll call were Mayor Brown, Mayor Pro-Tem Wilcoxen, Council Member King, Council Member Tooson, and Council Member Sweet.

ABSENT: Council Member McLean, and Council Member Simmons

Council member King Pro-Tem Wilcoxen moved to EXCUSE the absence of Council Member McLean and Council Member Simmons. Council Member King supported the motion.

Yes: (5) Mayor Brown, Mayor Pro-tem Wilcoxen, Council Member King, Council Member Tooson, Council Member Sweet

No: (0) None

Absent: (2) Council Member Simmons and Council Member McLean

III. PLEDGE OF ALLEGIANCE

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.**

IV. AGENDA APPROVAL

Mayor Pro-tem Wilcoxen requested to move Resolution/Motions/Discussions item H to item A.

Mayor Pro-tem Wilcoxen moved to Approve the AGENDA as amended. Council Member Tooson seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown

No: (0) None

Absent: (2) Desirae Simmons and Patrick McLean

V. PUBLIC COMMENT (3 MINUTES)

21 Members of the public spoke.

VI. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Resolution No. 2024-226 Supporting the Ypsilanti Community Utilities Authority (YCUA) and their West Warner Water Main Loop project, and if funding assistance is awarded, that the City will coordinate construction with YCUA and negotiate an easement through Recreation Park in good faith.**

Mayor Pro-Tem Wilcoxen moved to Approve Resolution No. 2024-226 Supporting the Ypsilanti Community Utilities Authority (YCUA) and their West Warner Water Main Loop project, and if funding assistance is awarded, that the City will coordinate construction with YCUA and negotiate as easement through Recreation Park in good faith. Council Member Tooson seconded the motion.

Yes: (5) Evan Sweet, Roland Tooson, Steve Wilcoxen, Nicole Brown, Michelle King

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

B. Resolution No. 2024-215 adopting Ordinance No. 1438, entitled "Budget Amendment for Budget Appropriations for 2024-25 Fiscal Year" upon Second and Final Reading.

Council Member Tooson moved to Approve Resolution No. 2024-215 adopting Ordinance No. 1438, entitled "Budget Amendment for Budget Appropriations for 2024-25 Fiscal Year" upon Second and Final Reading. Mayor Pro-Tem Wilcoxon seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

C. Resolution No. 2024-216 Adopting Ordinance No. 1439 entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center" upon Second and Final Reading.

Mayor Pro-Tem Wilcoxon moved to Approve Resolution No. 2024-216 Adopting Ordinance No. 1439 entitled "Adaptive Reuse Planned Unit Development (PUD): Highscope Childcare and Community Learning Resource Center" upon Second and Final Reading. Council Member Sweet seconded the motion.

Yes: (5) Roland Tooson, Steve Wilcoxon, Nicole Brown, Michelle King, Evan Sweet

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

D. Resolution No. 2024-217 Adopting Ordinance No. 1440 entitled "Electronic Message Board Signs" upon Second and Final Reading.

Council Member Tooson moved to Approve Resolution No. 2024-217 Adopting Ordinance No. 1440 entitled "Electronic Message Board Signs" upon Second and Final Reading. Council Member King seconded the motion.

Yes: (5) Steve Wilcoxon, Nicole Brown, Michelle King, Evan Sweet, Roland Tooson

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

E. Resolution No. 2024-220 Authorizing Fire Chief Hobbs to sign and administer a Grant from the Department of Labor and Economic Opportunity for Turnout Gear.

Council Member King moved to Approve Resolution No. 2024-220 Authorizing Fire Chief Hobbs to sign and administer a Grant from the Department of Labor and Economic Opportunity for Turnout Gear. Council Member Sweet seconded the motion.

Yes: (5) Steve Wilcoxon, Nicole Brown, Michelle King, Evan Sweet, Roland Tooson

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

F. Resolution No. 2024-221 Approving the State Trunkline Maintenance Contract between the City and the Michigan Department of Transportation with a term beginning on October 1, 2024 and expiring September 30, 2029

Council Member Sweet moved to Approve Resolution No. 2024-221 Approving the State Trunkline Maintenance Contract between the City and the Michigan Department of Transportation with a term beginning on October 1, 2024 and expiring September 30, 2029. Mayor Pro-tem Wilcoxon seconded the motion.

Yes: (5) Nicole Brown, Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

G. Resolution No. 2024-222 Awarding the 2024-2026 Pavement Preventative Maintenance contract to Asphalt Restoration, Inc. for the total bid amount of \$286,650 over three years.

Council Member Sweet moved to Approve Resolution No. 2024-222 Awarding the 2024-2026 Pavement Preventative Maintenance contract to Asphalt Restoration, Inc. for the total bid amount of \$286,650 over three years

Mayor Pro-tem Wilcoxon seconded the motion.

Yes: (5) Michelle King, Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

H. Resolution No. 2024-223 Awarding a contract for Prospect Road Restripping and Temporary Concrete Barrier Wall Installation, based on bids received by September 29, 2024 at 8 p.m.

Council Member King moved to Approve Resolution No. 2024-223 Awarding a contract for Prospect Road Restripping and Temporary Concrete Barrier Wall Installation, based on bids received by September 29, 2024 at 8 p.m.

Council Member Sweet seconded the motion.

Yes: (5) Evan Sweet, Roland Tooson, Steve Wilcoxon, Nicole Brown, Michelle King

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

I. Resolution No. 2024-227 Approving the request of the SafeHouse Center to tie purple ribbons throughout the city October 1st - October 31st, 2024 during Domestic Violence Awareness Month.

Council Member King moved to Approve Resolution No. 2024-227 Approving the request of the SafeHouse Center to tie purple ribbons throughout the city October 1st - October 31st, 2024 during Domestic Violence Awareness Month. Mayor Pro-tem Wilcoxon seconded the motion.

Yes: (5) Roland Tooson, Steve Wilcoxon, Nicole Brown, Michelle King, Evan Sweet

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

J. Resolution No. 2024-231, approving a service agreement with UniFirst Corporation to provide uniform and floor mat services to the Department of Public Works and City Hall

Council Member Sweet moved to Approve Resolution Resolution No. 2024-231, approving a service agreement with UniFirst Corporation to provide uniform and floor mat services to the Department of Public Works and City Hall

Mayor Pro-tem Wilcoxon seconded the motion.

Yes: (5) Steve Wilcoxon, Nicole Brown, Michelle King, Evan Sweet, Roland Tooson

No: (0) None

Absent: (2) Desirae Simmons, Patrick McLean

VII. PUBLIC COMMENT (3 MINUTES)

9 Members of the public spoke.

VIII. ADJOURNMENT

Mayor Brown adjourned the meeting at 8:45 a.m.

A. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.

WAIVER AND RELEASE AGREEMENT

This Waiver and Release Agreement (hereinafter "Agreement") is made between Tim Colbeck ("the Employee"), and Ypsilanti Downtown Development Authority ("YDDA"). As used herein, the term "YDDA" means The Ypsilanti Downtown Development Authority and its past, present and future Members, the Mayor of Ypsilanti, its Council Members, elected and/or appointed officials, representatives, employees, attorneys, successors and assigns.

In exchange for the promises and consideration contained in this Agreement, the parties agree as follows:

1. The Employee voluntarily terminates his employment with the YDDA effective February 12, 2016.
2. The YDDA will not contest any application for unemployment benefits made by the Employee in connection with the termination of his employment with the YDDA. However, the parties acknowledge that the decision to award or deny unemployment benefits will be made by an agency of the State of Michigan, and the YDDA is not responsible for that decision.
3. The YDDA will continue the Employee's regular, base wages (based upon an eighty-hour, two-week pay period) until February 12, 2016.
4. The Employee hereby releases and forever discharges the YDDA from any and all suits, damages, claims or causes of action of any type, known or unknown, arising out of or relating to his employment with YDDA through the date hereof. Without limiting the generality of the foregoing, the parties agree that this release includes, but is not limited to the following:
 - a. Any suit, claim or action alleging that the Employee was illegally, improperly or unfairly terminated from his employment with the YDDA, or was illegally, improperly or unfairly forced to end his employment with the YDDA;
 - b. Any claim that the Employee was illegally harassed during his employment with the YDDA;
 - c. Any suit, claim or action alleging that the YDDA breached any provision of its Charter or similar governing document(s) or law(s);
 - d. Any suit, claim or action alleging that the YDDA breached any contract or other agreement, express or implied;

- e. Any suit, claim or action alleging that the YDDA violated any provision of any employee handbook, personnel manual or other policy, procedure or rule, however named;
 - f. Any suit, claim or action alleging any violation of any federal, state or local statute, law, ordinance, regulation or order, including but not limited to, the following: the Fair Labor Standards Act, 29 U.S.C. 201, et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et seq.; the Civil Rights Act of 1866, 42 U.S.C. 1981; the Civil Rights Act of 1991, Pub.L. No. 102-166; the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; the Family and Medical Leave Act, Pub. L. No. 103-3; the Elliot-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.; the Michigan Handicappers' Civil Rights Act, M.C.I. 37.1101, et seq.; the Michigan Minimum Wage Law of 1964; the Michigan Act Regulating Payment of Wages and Fringe Benefits, M.C.L. 408.471; Age Discrimination in Employment Act, 29 U.S.C. 621, et seq., as amended, and the Older Workers' Benefit Protection Act;
5. **EMPLOYEE HAS HAD AT LEAST 21 DAYS TO REVIEW THE TERMS OF THIS AGREEMENT AND HAS BEEN ADVISED IN WRITING TO CONSULT WITH THE ATTORNEY OF HIS CHOICE REGARDING THE TERMS OF THE AGREEMENT. EMPLOYEE UNDERSTANDS THAT HE MAY REVOKE THIS AGREEMENT UP TO 7 DAYS AFTER SIGNING IT. TO BE EFFECTIVE, THE REVOCATION MUST BE IN WRITING AND DELIVERED TO A PERSON WHO EXECUTED THIS AGREEMENT ON YDDA'S BEHALF. IF THE AGREEMENT IS NOT REVOKED WITHIN THE 7-DAY PERIOD, IT SHALL BE FULLY ENFORCEABLE WITHOUT ANY FURTHER AFFIRMATIVE ACTION BY EITHER PARTY.**
6. Employee represents that he has had adequate time to review the terms of this Agreement, that he has thoroughly discussed all aspects of this Agreement with his attorney, that he understands all of its provisions, and that he is freely and voluntarily entering into this agreement.
7. The parties agree that the execution of this Agreement shall not be construed as an admission by either party of any act of wrongdoing or any liability of any kind, all liability and wrongdoing being expressly denied.
8. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter addressed herein, and supersedes any other agreement, written or oral. The Employee agrees that he has not been promised any consideration other than that specifically listed in this Agreement.
9. If any provision, paragraph or subparagraph of this Agreement is found to be contrary to law, then such provision, paragraph or subparagraph shall not be deemed valid, except to the extent permitted by law, but all other provisions, paragraphs and subparagraphs shall remain binding and in full force and effect.

10. This Agreement is subject to and conditioned upon ratification by the Ypsilanti Downtown Development Authority.

Ypsilanti Downtown Development Authority

By: Mark Teachout

Its: [Signature]

Date: 3-16-16

By: Jessica French

Its: [Signature]

Date: 2/26/2016

Employee

Tim Colbeck

[Signature] Date: 2-19-16

Intergovernmental Agreement for Services

The City of Ypsilanti (City), a Michigan Home Rule City of 1 South Huron Street, Ypsilanti MI 48197 and the Ypsilanti Downtown Development Authority (DDA) of 1 South Huron Street, Ypsilanti, MI 48197 for the mutual promises and benefit of each enter into this Intergovernmental Agreement:

General Recitals

The DDA is a combination of several DDAs established by the City by ordinance. The DDA established several Tax Increment Financing (TIF) Districts and City approved the several TIF Plans. The DDA and City are interested in a new agreement and the parties are desirous of working together for the general greater benefit of the City and its Depot Town district.

The City has been providing snow removal services and the cost of light the Maple Street Lot since its purchase in 1997 and the DDA now seek agreement to cover these costs in addition to the services of a parking enforcement officer. The parties desire to initiate this service arrangement beginning on April 1, 2020 for a term of one year. This agreement shall be renewed annually unless the City or DDA chooses to opt out with 60 days' notice at any time.

The City and DDA are both vitally interested in monetizing public parking assets in order to adequately plan for capital needs and meet its obligations. The goal of this agreement is to provide enough revenue between the parties to cover the costs incurred with maintaining the Maple Street Parking Lot.

The parties agree:

1. City shall continue to provide snow removal services and the lighting expenses associated with the Maple Street Parking Lot.
 - a. The City shall additionally provide 1 parking enforcement officer to patrol the Maple Street Lot
 - b. The City shall assist the DDA with procurement of 1 kiosk and the associated signage in order to properly monetize the Maple Street Lot
 - c. All legal responsibility for the parking enforcement officer and actions of the enforcement officer shall be maintained by City and the City shall obtain and maintain liability insurance concerning the patrol activities of the parking enforcement officer and YPD.
 - d. The parties understand that all of the actual scheduling shall be at the discretion of YPD, and the parking enforcement officer may be assigned or called upon to different duties or patrol upon exigent circumstances.

2. The DDA shall provide the City with 50% of all parking related revenues associated with the Maple Street Parking Lot until the City has received \$20,000 in a given fiscal year.

- a. The DDA will purchase 1 kiosk and cover the installation expenses including signage incurred by the City or its contractors for the purpose of enforcement.
- b. No member, officer, or employee of the DDA shall have any authority over such parking enforcement officer and shall in no case give direction to said parking enforcement officer.
- c. The DDA will prorate the amount paid to the City for these enforcement and maintenance services until the beginning of the next fiscal year.
- d. The DDA will be responsible for fence relocation/installation to address the property line concerns associated with sidewalk installation that is necessary for accessibility in the Maple Street Parking Lot.
- e. The DDA shall receive all parking related revenues associated with the Maple Street Lot once the City is reimbursed \$20,000 in a given fiscal year.
- e. Any prior agreements between the parties concerning the dedication of parking enforcement officers to the DDA area are hereby expressly revoked.
- f. Payments under this Intergovernmental Agreement shall be made by the City deducting said amount from the budget appropriation for the DDA every fiscal year.

3. The term of this Intergovernmental Agreement shall be for 1 years, commencing on the date executed by both parties. This agreement shall be renewed annually unless the City or DDA chooses to opt out with 60 days' notice at any time.

4. This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.

5. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

Beth Bashert, Mayor



4/24/2020

Date:

Andrew Hellinga, Clerk



Date: 4/24/2020

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

Christopher Jacobs, Executive Director

Date:



**Downtown Development Authority of the City of Ypsilanti
County of Washtenaw, State of Michigan**

**RESOLUTION TO APPROVE AN AMENDED INTERGOVERNMENTAL AGREEMENT
(IGA) WITH THE CITY OF YPSILANTI**

The following preamble and resolution were offered by Member Patton Doyle and supported by Member Brian Jones-Chance.

WHEREAS, the Ypsilanti Downtown Development Authority (YDDA) and the City of Ypsilanti (City) agreed to open negotiations in the Spring of 2024 for the benefit of both parties.

WHEREAS, one of the Ypsilanti DDA Board's guiding principles and primary responsibilities is to support the long term financial planning for the YDDA;

and WHEREAS, the YDDA's primary source of income comes from the capture of TIFA revenue;

and WHEREAS, the YDDA Board recognizes that the long term financial success of the DDA is directly tied to the long term financial strength of the City of Ypsilanti;

and WHEREAS, over the last five years the YDDA has taken on many opportunities support projects, programs, and initiatives led by the City that would be mutually beneficial to the DDA Districts and the City of Ypsilanti in its entirety;

and WHEREAS, the YDDA has directly supported the City financially in the last five years through formal agreements;

and WHEREAS, YDDA wishes to continue to offer its support to the City that would be mutually beneficial;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. the YDDA Board approves an intergovernmental agreement amendment for services that specifically dedicates a portion of the DDA's TIFA capture to be given to the City in return for a list of guaranteed services to be provided by the City (see attached) in the DDA districts.
2. The amendments to the agreement shall take effect immediate to City Council Approval, and the payment structure agreed to in this document shall take effect on July 1, 2025 to line up with the City's fiscal year. The terms will be maintained and agreed to as specified in the formal agreement.

3. The term of this Agreement shall terminate on July 1, 2028.

3. The terms of the agreement can only be amended by the mutual consent of the YDDA and Ypsilanti City Council as specified in the agreement.

5. all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are and the same hereby are rescinded.

AYES: Doyle, Portis, Otto, V. Brown, Jones-Chance, French, Kreiner

NAYS: 0

ABSTAINED: N. Brown

YES: 7 NO: 0 ABSENT: 4 ABSTAINED: 1 VOTE: Passed

Resolved, this 19th day of September , 2024.

~~Second Amendment and~~ Complete Restatement of
Intergovernmental Agreement for Services
City of Ypsilanti and Ypsilanti DDA

This Complete Restatement of Intergovernmental Agreement for Services (Agreement) is entered into on this _____ day of July 2024, between
~~T~~the City of Ypsilanti (City), a Michigan Home Rule City at 1 South Huron Street, Ypsilanti MI 48197 and the Ypsilanti Downtown Development Authority (DDA) at 1 South Huron Street, Ypsilanti, MI 48197 for the mutual promises and benefit of each enter into this Intergovernmental Agreement: The City and DDA are sometimes hereinafter referred collectively as the parties or as the party if in the singular.

~~General~~ Recitals

The DDA is a combination of several DDAs established by the City by ordinance. The DDA established several Tax Increment Financing (TIF) Districts and City approved the several TIF Plans. For the purposes of this ~~a~~Agreement ~~(Agreement)~~, the DDA consists of the areas encompassed by the Depot Town TIF, the West Cross TIF, and the Downtown TIF. ~~;~~;~~T~~This Agreement specifically excludes the Water Street TIF.

As the City provides numerous services to the City and the DDA provides numerous services within the DDA Districts, the parties desire to document which entity is responsible, liable, and responsible for the cost. The parties both understand that it is important for the parties to agree on the prioritizing and expenditure of funds, especially funds raised from DDA tax increment financing. This agreement is to document the agreement of the parties.

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and pursuant to Const 1963, art 7, § 28, the parties hereby agree as follows:

The parties agree~~The DDA has paid the City approximately One Hundred Thirty Two Thousand One Hundred Four Dollars and Forty Cents (\$132,104.40) for the services identified in this Agreement during FY23/24.~~
The City will charge the DDA an annual rate *See estimated cost breakdown in Attachment A.* This amount shall be adjusted-increased each year in an by 3%~~amount~~The city will invoice the DDA per cost of services listed in

Exhibit A that is agreeable to the City and TIFA based upon the increase in cost of services, work force, time, and materials. This amount shall be considered a not to exceed amount and the DDA shall not be responsible for any costs incurred by the City above this amount for the services identified in this Agreement.:

1. **Support services.** The city will provide to the DDA Employee and Financial Administration. The services included are: Cost will be covered by the 4% increase to this agreement.
 - a. Accounting services including accounts receivable, accounts payable, preparation for audit services, and other related services.
 - b. Payroll administration
 - c. Benefits administration
 - d. ~~Accounts Payable~~
 - e.d. Human Resources administration
2. **Information technology and communications.** City will provide IT and telephone services at cost based on equipment used by to the DDA. The cost of any equipment shall be at the expense of the DDA.
3. **Office space.** City will provide an office for the DDA Director, including all utilities and use of city printers, scanners, ect... The cost of printing, paper, and maintenance shall be included in this service.
4. **Holiday lighting.** City will ~~provide~~ annually install Winter Holiday Lighting and Décor provided by the DDA installation and remove at the same throughout the DDA for the benefit of the DDA.
 - a. All materials, including storage containers, will be provided by the DDA with input from the DPW for reasons of practicality. The DDA will be responsible for the costs associated with replacing broken or worn-out decorations or storage containers.
 - b. City may store all materials during the remainder of the year. If the City stores these materials, the City specifically and categorically rejects all claims of damages or loss during the time of such storage.

- c. The DDA will be responsible for confirming the lighting plan by September 30th of each year.
 - d. Holiday lighting and décor will be installed December 1st and removed prior to March 1st. If either date falls on a weekend, holiday, or previously scheduled event, the installation or removal will occur on the next ~~work-day~~workday.
 - e. Holiday lighting and décor shall consist of garland/artificial greenery and lighting (where power is available) on the decorative light poles on:
 - Michigan Avenue, Hamilton to the Huron River;
 - Cross, Huron River to River Street
 - f. Trees will not be decorated by the City for the holidays. The City consents to allow the DDA to contract out decoration of the evergreen tree located in the Depot Town TIF near the railroad tracks, or another single evergreen mutually agreed upon by both parties. Public trees may be decorated at the cost of the DDA but must be authorized by the City Manager. The parties will execute an agreement for removal and if damage occurs to the trees.
5. **Street Trees.** Street trees in tree pits (The underground soil area for tree roots often with root barriers to direct roots downwards, and the surface treatment for pedestrian safety, and irrigation) will be trimmed by City at least every 3 years.
- a. The DDA will be responsible for replacement cost of any street trees significantly damaged or removed from tree pits in streetscaped areas within the districts, if replacement is requested. DDA may contract for site preparation and for installation. Tree species and specimens will be chosen in consultation with the DPW. If the DPW waives the right to consult, tree species and specimens will be selected by a certified arborist. All required permits will be acquired by the DDA.
 - b. No in-ground irrigation will be provided or permitted.
 - c. SEE MAP – tree pits only
6. **Solid Waste Collection.**
- a. The City shall provide tri-weekly (April through November) or bi-weekly (December through March)

pedestrian trash receptacle service of sixty-seven (67) trash ~~receptacles cans~~ in the DDA areas.

- i. 8 in the West Cross TIF
 - ii. 20 in Depot Town TIF
 - iii. 39 in the Downtown TIF
- b. ~~Receptacles Cans~~ may be added or removed based on joint consultation and agreement between the City and the DDA. If a ~~receptacle can~~ is to be added, the DDA will bear the cost of the new ~~receptaclecan~~. If a ~~receptacle can~~ must be replaced due to damage or wear, the DDA will bear the cost of a new ~~receptaclecan~~. If a ~~receptacle can~~ is to be added, removed, or relocated, the parties will agree to this in writing.
- c. The style of any new ~~receptacles cans~~ purchased will be based on mutual consent of the parties.
- d. The parties recognize that the City may choose to contract out this service. Such contracting will not affect ~~the IGA~~ this Agreement.
- e. The parties recognize that the pedestrian recycling ~~receptacles cans~~ are an amenity and a pilot program. These ~~receptacles cans~~ are currently picked up every other week. Pedestrian recycling ~~receptacles cans~~ may be removed at any time by the City; the DDA will be notified of this action. The DDA will not be entitled to waste stream data.
- f. The City recognizes that the DDA contracts for dumpster service in certain City properties, including the Downtown TIF in dumpster corrals in the North Adams parking lot, North Huron parking lot, and South Huron parking lot. It is the DDA's exclusive responsibility to ensure these areas are kept clean and contaminants from these waste collection areas do not enter the stormwater system. From time to time the parties may agree to move the dumpsters temporarily for construction or other good cause. The DDA may choose to expand this service in other areas but in any new case will conform to dumpster screening provisions of the zoning ordinance or seek a variance from such.

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~~7. Cigarette butt recycling containers.~~ The DDA has previously installed cigarette butt recycling containers. The City will not install, clean, or otherwise maintain the DDA's cigarette butt recycling containers. The DDA may choose to place additional or replace existing upon consultation with and permission of the City. The City assumes no liability regarding the cigarette butt recycling containers.

7.

8. **Depot Town Drinking Fountain.** The parties recognize that the DDA desires to install and operate a public drinking fountain at the south end of the pedestrian alley, tax parcel # 11-11-04-463-008 and an approximately addressed ~~as of~~ 31 E Cross. The City agrees that the DDA may install and operate this to allow the drinking fountain under the following terms and conditions:

- a. The DDA will be wholly responsible for purchasing the water fountain and the cost of installation thereof.
- b. The water fountain will not impinge upon any required clearances for a five-foot (5') clear path of travel for pedestrians.
- c. The DDA will bear liability for any claims regarding the water fountain

9. **East Cross Street Raingardens.** The DDA will assume all responsibility for the ongoing maintenance, including but not limited to planting and cleaning, of the streetscape rain gardens along East Cross from Rice to River St. These will be maintained in alignment with best practices for raingardens and any changes to the plantings, apart from changes in areas designated for annuals, will be performed in consultation with the DPW and with professionals experienced in rain garden design and maintenance.

10. **Streetlighting.** The City contracts with DTE to provide streetlighting throughout the City, including the DDA Districts. Currently, the majority of the lights located within the DDA Districts are considered "non-stock", requiring the City to hold stock of non-stock posts and luminaires. ~~There is no reduction in annual cost to the City for such, nor is it~~ The is not equipped

~~or City~~ prepared to store such non-stock posts and luminaries or fund replacement materials. The DDA ~~understands-agrees~~ that the City will pursue moving forward with a transition to stock poles and luminaires and that the DDA and the City may enter into a separate agreement regarding the capital costs and timeline of such a switch.

INVOICED SERVICES

11. Streetscape items. City will install up to 3 streetscape items (benches, concrete planters, and bike parking) and invoice DDA for labor and materials to perform the installation these items. Materials and streetscape items will be chosen in consultation with the DDA, but City will be the final approval of items chosen.

- a. Locations for these items will be chosen in consultation with DPW to ensure minimal utility conflict, and not predetermined by the DDA or their partners.
- b. If these items are damaged, destroyed, or stolen, the City will not repair or replace them; however, the DDA may do so at its sole expense-
- c. The City will make all effort when granting right of way permits to minimize conflict with streetscape items.
- d. If and when streetscape items may be damaged such that they present a danger to the travelling public, the City may relocate or remove those items as they see fit. (for instance, when the downtown planters are crashed into)
- e. The DDA recognizes that the City does not own or control the right-of-way on state trunklines and that additional permits may be required in certain circumstances. The DDA will seek those permits as required.
- f. SEE MAP: city will not install a new hardscape base for street furniture; city will only install on hardscape.

12. Banners. City will install & remove light-post mounted banners up to three times per year and invoice the DDA for fees per fee schedule plus any overtime.

- a. It is understood that banners are able to be placed only on decorative lights Downtown (Michigan, Hamilton to the Huron River) and Depot Town (Huron Street to River Street), as these are the only ones with banner arms.
- b. SEE MAP

13. Parking Lots. Historically, the DDA has maintained the landscaping in the N Adams, N Huron, and S Huron parking lots via contracted forces. The City has controlled policy, including pricing, and is responsible for stormwater management, snow removal, and capital improvements in these lots as well as the Frog Island and Freighthouse parking lots.

- a. The parties understand that from time to time the DDA may wish to accelerate the capital improvement or capital preventative maintenance of the public parking areas or other spaces. The parties agree that each instance will be negotiated separately.
- b. Any significant changes in the landscaping by either party will be done in consultation with the other party. The City will have the final determination in any change in any City lot.

14. Real estate held by the DDA. The DDA currently owns the Maple Street Parking Lot. The DDA acknowledges that the City has no maintenance responsibilities for this lot unless under separate agreement, and these properties will be treated as held by a separate entity and subject to all applicable ordinances and standards. If no agreement for maintenance between the City and DDA exists, the DDA will be held responsible for any violation of city code.

15. Separate agreements possible. Notwithstanding the above, the DDA may request additional services from the City, including the DPW, Finance, or Community Services Department (CSD). Such requests will be made and directed via the City Manager. These services may be provided as capacity permits, and the DDA understands that they may be billed for such services. Every effort will be made to provide an estimate of any costs prior to engaging in any requested activity.

~~16. DDA shall compensate and pay the City for the services described herein in the amount of twenty percent (24%) of the gross funds received by the DDA from TIF plan capture in each of the Downtown, Depot Town and Cross Street TIFs.~~

~~a. This agreement does not apply to the Water Street TIF.~~

~~b. The amounts shall be adjusted in the event of the addition or deletion of any TIF district.~~

~~For example: This example is assuming that the Downtown District, Depot Town District, and the Cross Street District generate a total of \$100,000 in gross funds to the DDA. If the Downtown District generates 50% (\$50,000), the Depot Town District generates 20% (\$20,000), and the Cross Street District generates 30% (\$30,000) of the gross revenue to the DDA and any of those TIF Districts expires on their terms or is terminated by the City Council, then the DDA would owe the City the following:~~

- ~~• If Downtown District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$10,000 ($\$20,000 * .50 = \$10,000$). The DDA would therefore owe the City \$10,000 per year after the Downtown District expires or is terminated.~~
- ~~• If Depot Town District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$4,000 ($\$20,000 * .20 = \$4,000$). The DDA would therefore owe the City \$16,000 per year after the Depot Town District expires or is terminated.~~
- ~~• If the Cross Street District expires or is terminated, the amount paid by the DDA to the City per year (\$20,000) would be reduced by \$6,000 ($\$20,000 * .30 = \$6,000$). The DDA would therefore owe the City \$14,000 per year after the Cross Street District expires or is terminated.~~

~~c. If the amount of gross funds received by the DDA from TIF plan capture increases or decreases by more than ten percent (10%) in any fiscal year, the City and the DDA shall meet to ensure that the twenty-four percent (24%) fee charged by the City in this Section 5 of the Agreement is equal to the cost of providing the services contained in this Agreement.~~

~~17.16. **Payments.** Payments under this Intergovernmental Agreement shall be made by the DDA to the City on a date or dates mutually agreed to be each party deducting said amount from the budget appropriation for the DDA each year.~~

~~18.17. **Agreement review.** This agreement shall may be reviewed every three years and amended if agreed by the parties upon a request by either party upon providing written notice to the other party.~~

~~19.18. **Severability.** Each provision of this Intergovernmental Agreement shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any portion of this contract is invalid or illegal, such decision shall not affect the rest of this contract, which shall remain in full force and effect.~~

~~20.19. **Venue.** This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.~~

~~21.20. **Governing Law.** This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.~~

~~21. **Assigns and successors.** This Intergovernmental Agreement shall inure to the assigns and successors of the parties.~~

~~22. **No Third Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the parties, any rights or remedies of any kind or nature whatsoever.~~

Repeal. All prior versions of any contract, including the Intergovernmental Agreement for Services executed by the City on November 17, 2015 and by the DDA on December 15, 2015 and the First Addendum thereto shall be null and void or if any provision of any other contract between the parties conflicts with any provision contained herein, the provisions of this Agreement shall prevail.

23.

Termination.

24.-This agreement may be terminated by agreement of the parties or on 90 days' notice of either party. All financial obligations shall be prorated to the date of termination.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

_____ Date:

Nicole Brown, Mayor

_____ Date:

Tracey Boudreau, Clerk

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

_____ Date:

Elize Jekabson, Executive Director

Attachment A

Breakdown of Estimated Costs provided pursuant to this Agreement

- a. Accounting services including accounts receivable, accounts payable, preparation for audit services, payroll, benefits administration and other related services -
\$ 17,536.00
Payroll administration - \$
Benefits administration - \$
- b. Human Resources administration - \$ 1,010.00
- c. IT and telephone services - \$ 3,733.75
- d. Office Space and related expenses - \$ 5,652
- e. Holiday Lighting and Décor Installation - \$ 15,000
- f. Trimming of Street Trees - \$ 20,000
- g. Solid Waste Collection - \$ 44,000
- h. DPW Time to review installation of items set forth in Agreement - \$ Invoiced for actual costs + 10% admin fee
- i. ~~Storage of non-stock light poles~~ - \$ 3,000
- j. Administrative fee 10% of actual cost of services

Complete Restatement of
Intergovernmental Agreement for Services
City of Ypsilanti and Ypsilanti DDA

This Complete Restatement of Intergovernmental Agreement for Services (Agreement) is entered into on this _____ day of July 2024, between the City of Ypsilanti (City), a Michigan Home Rule City at 1 South Huron Street, Ypsilanti MI 48197 and the Ypsilanti Downtown Development Authority (DDA) at 1 South Huron Street, Ypsilanti, MI 48197 for the mutual promises and benefit of each enter into this Intergovernmental Agreement: The City and DDA are sometimes hereinafter referred collectively as the parties or as the party if in the singular.

Recitals

The DDA is a combination of several DDAs established by the City by ordinance. The DDA established several Tax Increment Financing (TIF) Districts and City approved the several TIF Plans. For the purposes of this Agreement, the DDA consists of the areas encompassed by the Depot Town TIF, the West Cross TIF, and the Downtown TIF. This Agreement specifically excludes the Water Street TIF.

As the City provides numerous services to the City and the DDA provides numerous services within the DDA Districts, the parties desire to document which entity is responsible, liable, and responsible for the cost.

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and pursuant to Const 1963, art 7, § 28, the parties hereby agree as follows:

.

The City will charge the DDA an annual rate *See estimated cost breakdown in Attachment A*. This amount shall be increased each year in an by 3%The city will invoice the DDA per cost of services listed in Exhibit A

1. **Support services.** The city will provide to the DDA Employee and Financial Administration. The services included are:

- a. Accounting services including accounts receivable, accounts payable, preparation for audit services, and other related services.
 - b. Payroll administration
 - c. Benefits administration
 - d. Human Resources administration
2. **Information technology and communications.** City will provide IT and telephone services to the DDA. The cost of any equipment shall be at the expense of the DDA.
3. **Office space.** City will provide an office for the DDA Director, including all utilities and use of city printers, scanners, ect. The cost of printing and maintenance shall be included in this service.
4. **Holiday lighting.** City will annually install Winter Holiday Lighting and Décor provided by the DDA and remove the same for the benefit of the DDA.
 - a. All materials, including storage containers, will be provided by the DDA with input from the DPW for reasons of practicality. The DDA will be responsible for the costs associated with replacing broken or worn-out decorations or storage containers.
 - b. City may store all materials during the remainder of the year. If the City stores these materials, the City specifically and categorically rejects all claims of damages or loss during the time of such storage.
 - c. The DDA will be responsible for confirming the lighting plan by September 30th of each year.
 - d. Holiday lighting and décor will be installed December 1st and removed prior to March 1st. If either date falls on a weekend, holiday, or previously scheduled event, the installation or removal will occur on the next workday.
 - e. Holiday lighting and décor shall consist of garland/artificial greenery and lighting (where power is available) on the decorative light poles on:
 - Michigan Avenue, Hamilton to the Huron River;
 - Cross, Huron River to River Street
 - f. Trees will not be decorated by the City for the holidays. The City consents to allow the DDA to contract out decoration of the evergreen tree located in the Depot Town TIF near the

railroad tracks, or another single evergreen mutually agreed upon by both parties. Public trees may be decorated at the cost of the DDA but must be authorized by the City Manager. The parties will execute an agreement for removal and if damage occurs to the trees.

5. **Street Trees.** Street trees in tree pits (The underground soil area for tree roots often with root barriers to direct roots downwards, and the surface treatment for pedestrian safety, and irrigation) will be trimmed by City at least every 3 years.
 - a. The DDA will be responsible for replacement cost of any street trees significantly damaged or removed from tree pits in streetscaped areas within the districts, if replacement is requested. DDA may contract for site preparation and for installation. Tree species and specimens will be chosen in consultation with the DPW. If the DPW waives the right to consult, tree species and specimens will be selected by a certified arborist. All required permits will be acquired by the DDA.
 - b. No in-ground irrigation will be provided or permitted.
 - c. SEE MAP – tree pits only

6. Solid Waste Collection.

- a. The City shall provide tri-weekly (April through November) or bi-weekly (December through March) pedestrian trash receptacle service of sixty-seven (67) trash receptacles in the DDA areas.
 - i. 8 in the West Cross TIF
 - ii. 20 in Depot Town TIF
 - iii. 39 in the Downtown TIF
- b. Receptacles may be added or removed based on joint consultation and agreement between the City and the DDA. If a receptacle is to be added, the DDA will bear the cost of the new receptacle. If a receptacle must be replaced due to damage or wear, the DDA will bear the cost of a new receptacle. If a receptacle is to be added, removed, or relocated, the parties will agree to this in writing.
- c. The style of any new receptacles purchased will be based on mutual consent of the parties.

- d. The parties recognize that the City may choose to contract out this service. Such contracting will not affect this Agreement.
 - e. The parties recognize that the pedestrian recycling receptacles are an amenity and a pilot program. These receptacles are currently picked up every other week. Pedestrian recycling receptacles may be removed at any time by the City; the DDA will be notified of this action. The DDA will not be entitled to waste stream data.
 - f. The City recognizes that the DDA contracts for dumpster service in certain City properties, including the Downtown TIF in dumpster corrals in the North Adams parking lot, North Huron parking lot, and South Huron parking lot. It is the DDA's exclusive responsibility to ensure these areas are kept clean and contaminants from these waste collection areas do not enter the stormwater system. From time to time the parties may agree to move the dumpsters temporarily for construction or other good cause. The DDA may choose to expand this service in other areas but in any new case will conform to dumpster screening provisions of the zoning ordinance or seek a variance from such.
7. **Cigarette butt recycling containers.** The DDA has previously installed cigarette butt recycling containers. The City will not install, clean, or otherwise maintain the DDA's cigarette butt recycling containers. The DDA may choose to place additional or replace existing upon consultation with and permission of the City. The City assumes no liability regarding the cigarette butt recycling containers.
8. **Depot Town Drinking Fountain.** The parties recognize that the DDA desires to install and operate a public drinking fountain at the south end of the pedestrian alley, tax parcel # 11-11-04-463-008 and an approximate address of 31 E Cross. The City agrees that the DDA may install and operate this drinking fountain under the following terms and conditions:
- a. The DDA will be wholly responsible for purchasing the water fountain and the cost of installation thereof.

- b. The water fountain will not impinge upon any required clearances for a five-foot (5') clear path of travel for pedestrians.
- c. The DDA will bear liability for any claims regarding the water fountain

9. **East Cross Street Raingardens.** The DDA will assume all responsibility for the ongoing maintenance, including but not limited to planting and cleaning, of the streetscape rain gardens along East Cross from Rice to River St. These will be maintained in alignment with best practices for raingardens and any changes to the plantings, apart from changes in areas designated for annuals, will be performed in consultation with the DPW and with professionals experienced in rain garden design and maintenance.

10. **Streetlighting.** The City contracts with DTE to provide streetlighting throughout the City, including the DDA Districts. Currently, the majority of the lights located within the DDA Districts are considered “non-stock”, requiring the City to hold stock of non-stock posts and luminaires. The is not equipped or prepared to store such non-stock posts and luminaires or fund replacement materials. The DDA agrees that the City will pursue moving forward with a transition to stock poles and luminaires and that the DDA and the City may enter into a separate agreement regarding the capital costs and timeline of such a switch.

11. **Streetscape items.** City will install up to 3 streetscape items (benches, concrete planters, and bike parking) and invoice DDA for labor and materials to perform the installation these items. Materials and streetscape items will be chosen in consultation with the DDA, but City will be the final approval of items chosen.

- a. Locations for these items will be chosen in consultation with DPW to ensure minimal utility conflict, and not predetermined by the DDA or their partners.
- b. If these items are damaged, destroyed, or stolen, the City will not repair or replace them; however, the DDA may do so at its sole expense

- c. The City will make all effort when granting right of way permits to minimize conflict with streetscape items.
 - d. If and when streetscape items may be damaged such that they present a danger to the travelling public, the City may relocate or remove those items as they see fit. (for instance, when the downtown planters are crashed into)
 - e. The DDA recognizes that the City does not own or control the right-of-way on state trunklines and that additional permits may be required in certain circumstances. The DDA will seek those permits as required.
 - f. SEE MAP: city will not install a new hardscape base for street furniture; city will only install on hardscape.
- 12. Banners.** City will install & remove light-post mounted banners up to three times per year and invoice the DDA for fees per fee schedule plus any overtime.
- a. It is understood that banners are able to be placed only on decorative lights Downtown (Michigan, Hamilton to the Huron River) and Depot Town (Huron Street to River Street), as these are the only ones with banner arms.
 - b. SEE MAP
- 13. Parking Lots.** Historically, the DDA has maintained the landscaping in the N Adams, N Huron, and S Huron parking lots via contracted forces. The City has controlled policy, including pricing, and is responsible for stormwater management, snow removal, and capital improvements in these lots as well as the Frog Island and Freighthouse parking lots.
- a. The parties understand that from time to time the DDA may wish to accelerate the capital improvement or capital preventative maintenance of the public parking areas or other spaces. The parties agree that each instance will be negotiated separately.
 - b. Any significant changes in the landscaping by either party will be done in consultation with the other party. The City will have the final determination in any change in any City lot.
- 14. Real estate held by the DDA.** The DDA currently owns the Maple Street Parking Lot. The DDA acknowledges that the City has no maintenance responsibilities for this lot unless under separate agreement, and these properties will be treated

as held by a separate entity and subject to all applicable ordinances and standards. If no agreement for maintenance between the City and DDA exists, the DDA will be held responsible for any violation of city code.

15. **Separate agreements possible.** Notwithstanding the above, the DDA may request additional services from the City, including the DPW, Finance, or Community Services Department (CSD). Such requests will be made and directed via the City Manager. These services may be provided as capacity permits, and the DDA understands that they may be billed for such services. Every effort will be made to provide an estimate of any costs prior to engaging in any requested activity.
16. **Payments.** Payments under this Intergovernmental Agreement shall be made by the DDA to the City on a date or dates mutually agreed to be each party.
17. **Agreement review.** This agreement may be reviewed upon a request by either party upon providing written notice to the other party.
18. **Severability.** Each provision of this Intergovernmental Agreement shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any portion of this contract is invalid or illegal, such decision shall not affect the rest of this contract, which shall remain in full force and effect.
19. **Venue.** This Intergovernmental Agreement is to be performed in the City of Ypsilanti, Washtenaw County, Michigan and all legal venue shall exclusively lie therein.
20. **Governing Law.** This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
21. **Assigns and successors.** This Intergovernmental Agreement shall inure to the assigns and successors of the parties.

22.No Third Party Beneficiaries. This Agreement is not intended to confer upon any person or entity, other than the parties, any rights or remedies of any kind or nature whatsoever.

23.Repeal. All prior versions of any contract, including the Intergovernmental Agreement for Services executed by the City on November 17, 2015 and by the DDA on December 15, 2015 and the First Addendum thereto shall be null and void or if any provision of any other contract between the parties conflicts with any provision contained herein, the provisions of this Agreement shall prevail.

24.Termination. This agreement may be terminated by agreement of the parties or on 90 days' notice of either party. All financial obligations shall be prorated to the date of termination.

IN WITNESS WHEREOF, the undersigned have set their hands:

For the CITY OF YPSILANTI

_____ Date:

Nicole Brown, Mayor

_____ Date:

Tracey Boudreau, Clerk

For the YPSILANTI DOWNTOWN DEVELOPMENT AUTHORITY

_____ Date:

Elize Jekabson, Executive Director

Attachment A

Breakdown of Estimated Costs provided pursuant to this Agreement

- a. Accounting services including accounts receivable, accounts payable, preparation for audit services, payroll, benefits administration and other related services - \$17,536.00
- b. Human Resources administration - \$1,010.00_____
- c. IT and telephone services - \$3,733.75
- d. Office Space and related expenses - \$5,652
- e. Holiday Lighting and Décor Installation - \$15,000
- f. Trimming of Street Trees - \$ 20,000 _____
- g. Solid Waste Collection - \$44,000
- h. DPW Time to review installation of items set forth in Agreement - \$_____Invoiced for actual costs + 10% admin fee_____
- i. Storage - \$3,000_____
- j. Administrative fee 10% of actual cost of services



REQUEST FOR LEGISLATION
October 1, 2024

For: Mayor and City Council

From: Andrew Hellenga, City Manager

Subject: City and DDA Intergovernmental Agreement

SUMMARY & BACKGROUND:

The city administration and the DDA have met and discussed provided greater clarity to what both parties are responsible for, in terms of this agreement.

Many of the services provided to the DDA to the City have not been codified in a formal agreement creating a lack of services provided to the DDA by the city. Historically, the city has provided accounting, payroll, and health insurance administration, installation of street furniture, maintenance of the Maple Street Lot, the hanging of banners in the district, etc. However, there is no agreement in place to hold either party accountable for both billing, and operations.

For both entities to function to the benefit of each other, it is paramount that there is a full understanding by both parties of what is to be expected. Grey areas only create distrust, which is detrimental to the success of the downtown districts in the City of Ypsilanti. We will be stronger working cohesively rather than adversarial.

The YDDA

RECOMMENDED ACTION: Approval

ATTACHMENTS: 2016 IGA Amendment, 2022 1st Amendment, 2024 IGA, YDDA approved resolution

CITY MANAGER APPROVAL: _____ COUNCIL AGENDA DATE: _____

CITY MANAGER COMMENTS: _____

FISCAL SERVICES DIRECTOR APPROVAL: _____



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS, The DDA and City are interested in amending the agreement and the parties are desirous of working together for the general greater benefit of the City and its business districts.; and

WHEREAS, The City has been providing trash pick-up services and holiday lighting installation to the DDA for many years in the DDA districts, which both parties wish to continue.; and

WHEREAS; to better codify what is expected of both parties, the city and downtown development authority, wish to provide greater detail to the agreement; and

WHEREAS, This agreement is to replace the 2016 IGA between the City and DDA to more accurately reflect the services needed and cost of providing those services.; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve and replace the 2016 City and DDA Intergovernmental Agreement with the 2024 agreement.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



**Barr,
Anhut &
Associates, P.C.**
ATTORNEYS AT LAW

105 Pearl Street
Ypsilanti, MI 48197
(734) 481-1234
Fax (734) 483-3871
www.barrlawfirm.com
e-mail: jbarr@barrlawfirm.com

John M. Barr
~~~~~

Jesse O'Jack ~ Of Counsel  
Jennifer Healy ~ Legal Assistant  
Tobias J. Lipski ~ Of Counsel  
Randolph Barker ~ Of Counsel

**REQUEST FOR LEGISLATION**

DATE: October 1, 2024

FROM: John M. Barr, Ypsilanti Attorney

SUBJECT: Extension of City Cleaning Company Contract with RNA Facilities Management

SUMMARY/BACKGROUND The City entered into a contract with RNA Facilities Management of Ann Arbor (RNA) for janitorial services and the cleaning of City facilities in December of 2018 after a bid process. The services provided have been satisfactory and the contract was extended to December of 2024.

The City DPS has been in negotiation with RNA for an extension of the contract. RNA has requested a 3% increase in the cost and City staff approve the increase as reasonable. City staff request an 18-month extension to make the term beginning and end come in June, at a more manageable time for the City. (Holiday shut down.)

Attached is an 18 month contract extension for consideration by City Council.

ATTACHMENTS: Proposed Contract Extension and Resolution to Approve.

RECOMMENDED ACTION: Adoption of the Resolution to Approve Extension

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DATE RECEIVED:\_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF:\_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

October 1, 2024

RESOLUTION TO APPROVE 18 MONTH EXTENSION  
OF JANITORIAL CONTRACT WITH RND FACILITIES MANAGEMENT OF ANN ARBOR

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

Upon the recommendation of DPS staff for an 18-month extension of the Janitorial Contract for City facilities with RNA Facilities Management of Ann Arbor with a 3% increase in cost;

The 18-month extension of the janitorial contract with RNA Facilities Management of Ann Arbor with 3% increase in cost is approved and Andrew Hellenga, City Manager is authorized to sign the contract extension subject to the approval of the City Attorney.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:

JANITORIAL SERVICES AGREEMENT EXTENSION BETWEEN  
CITY OF YPSILANTI AND RNA Facilities Management of Ann Arbor

THIS AGREEMENT extends the Janitorial Services Agreement between the parties dated December 12, 2018, a copy of which is attached, and an extension to December 12, 2024 and is made between the **CITY OF YPSILANTI**, a Michigan Home-Rule Corporation, of One South Huron Street, Ypsilanti MI 48197, hereinafter referred to as "CITY" and **RNA FACILITIES Management of Ann Arbor**, Michigan, a Michigan corporation, of 2793 Plymouth Rd Suite J, Ann Arbor, MI 48105, hereinafter referred to as "CONTRACTOR" ;

1. Term. The Janitorial Services Agreement between the parties is extended for a period of eighteen months, to June 12, 2026, with the following changes:
2. Janitorial Services. The Ypsilanti Freighthouse is added to the janitorial services list.
3. Payment. Payment shall be increased 3 % to the annual sum of \$63,384, paid in even monthly payments of \$5,282.
4. The parties shall agree on checklists of the services to be performed.
5. Contractor shall submit completed checklists to City weekly every Monday for the work of the previous week.
6. The parties shall meet monthly to review the quality and level of service, any issues or problems with the service, and corrective actions.
7. City shall perform random audits to evaluate the services.
8. All other terms and conditions of the original contract and extensions, not inconsistent with this extension agreement shall remain the same.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set out below. The parties signing all certify that they sign this agreement with full power and authority.

RNA Facilities Management of Ann Arbor  
By: \_\_\_\_\_

Dated: September \_\_, 2024

CITY OF YPSILANTI, a Michigan  
Municipal home-rule City

BY: \_\_\_\_\_  
Andrew Hellenga, City Manager  
Pursuant to Resolution 2024-\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
John M. Barr, Ypsilanti City Attorney

JANITORIAL SERVICES AGREEMENT BETWEEN  
CITY OF YPSILANTI AND RNA Facilities Management of Ann Arbor

THIS AGREEMENT, by and between the **CITY OF YPSILANTI**, a Michigan Home-Rule Corporation, of One South Huron Street, Ypsilanti MI 48197, hereinafter referred to as "CITY" and **RNA FACILITIES Management of Ann Arbor**, Michigan, a Michigan corporation, of 2793 Plymouth Rd Suite J, Ann Arbor, MI 48105, hereinafter referred to as "CONTRACTOR" ;

WITNESSETH:

WHEREAS CONTRACTOR is able and willing to provide the services according to city policies,

NOW THEREFORE, in consideration of the promises and covenants set forth, the parties mutually AGREE as follows:

1. JANITORIAL SERVICES. The CONTRACTOR shall perform janitorial services for the CITY for City Hall, Parkridge Community Center, City Police Station, Public Services Building, according to the SPECIFICATIONS FOR JANITORIAL SERVICE GENERAL PROVISIONS ("Specifications"), a copy of which are attached hereto and made a part hereof.

A. The CONTRACTOR will supply all equipment, materials and personnel necessary for such services, except as shown on Specifications.

B. The CONTRACTOR has provided the City with certain information during the bid process. The CONTRACTOR warrants that the information submitted was complete and accurate.

C. All work shall be done in a good and workmanlike manner, and shall include as part of the contract an initial clean up, cleaning all buildings to a higher standard than existed at the time of the bid.

D. All work shall satisfy the subjective judgment of the Director (the director of the Ypsilanti Public Services Department), and if the work is not satisfactory, no payment shall be made until the work is done satisfactorily. The CONTRACTOR may appeal the decision of the Director to the City Manager and the City Manager decision shall be final.

2. PAYMENT. The CITY shall pay the CONTRACTOR a flat fee sum of Three Thousand Seven Hundred Twelve Dollars (\$3,712.00) per month for all janitorial services as shown on the Specifications. CONTRACTOR shall invoice the city monthly, in arrears, for work done and payment shall be made not later than 14 days after receipt of invoice.

A) Carpet Cleaning. The Contractor shall clean all carpets upon written request of the Director. The Director may request such cleanings two (2) times per

building during the contract term at the unit price listed in the Proposal. Any additional carpet cleanings requested by the Director will be covered by a separate purchase order negotiated separately and shall be invoiced accordingly.

B) Extras. Any extra work not described in the Specifications shall be done only upon written work order authorized and signed by the Director at an agreed price.

3. TERM OF AGREEMENT. This agreement shall be on a 12 month basis commencing on DECEMBER 24th 2018. This contract shall automatically renew for an additional one year term at the end of each term for two additional terms (a total of three years) unless terminated by City as set out below.
4. Standard of Performance. The CONTRACTOR shall perform the Contract faithfully and diligently and perform the services in a competent, professional, satisfactory and proper manner and during the Contract term or extensions thereof, use every best effort and endeavor to promote the interests of the CITY and devote such time, attention, skill, knowledge and ability as is necessary to most effectively and efficiently carry out and perform the Contract.
5. The parties understand and agree that the CITY may terminate this Contract at any time with or without notice. In such event the CONTRACTOR will be compensated for work already completed.
6. This Contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.
7. The parties agree that time is of the essence in the performance of this Contract by the CONTRACTOR.
8. Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines or adjudges that any provision of this Contract is invalid or illegal, such decision shall not effect the rest of the Contract which shall remain in full force and effect.
9. This Agreement shall be governed by and construed in accordance with the laws of Michigan.
10. Independent Contractor. The relationship of the CONTRACTOR to the CITY is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or

employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

11. Waiver of Liability. The CONTRACTOR hereby waives any claim against the CITY and agrees not to hold the CITY liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the CITY acting within the scope of their employment. It further agrees to hold the CITY harmless from any such claim by its employees or associates.
12. For the purpose of the hold harmless indemnity and insurance provisions contained in this Contract, the term "CITY" shall be deemed to include the City of Ypsilanti and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.
13. The following Indemnification Agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse sides of all certificates of insurance:

"The CONTRACTOR agrees to protect, defend, indemnify and hold the CITY and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copy right (or application for any thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent."

14. Insurance.

The CONTRACTOR prior to commencing work shall provide at his own cost and expense the following insurance to the CITY in insurance companies licensed and/or approved in the State of Michigan, which insurance shall be evidenced by certificates and/or policies as determined by the CITY. All policies and certificates of insurance shall be approved by the Department of City Manager of the CITY prior to the inception of any work.

Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policies, notice thereof shall be given to the CITY of registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the CONTRACTOR and identify the contract number.

All property losses shall be made payable to and adjusted with the CITY.

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the Owner.

All policies and certificates of insurance of the CONTRACTOR shall contain the following clauses:

The clause "other insurance provision" in a policy in which the CITY is named as an insured, shall not apply to the CITY.

The insurance companies issuing the policy or policies shall have no recourse against the CITY (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the CONTRACTOR.

The CITY (at its option) shall be listed as an Additional Named Insured on the following insurance coverages provided by the CONTRACTOR.

|                  |                  |    |                                 |
|------------------|------------------|----|---------------------------------|
| YES <u>  x  </u> | NO <u>      </u> | 1) | Comprehensive General Liability |
| YES <u>  x  </u> | NO <u>      </u> | 2) | Automobile Liability            |

YES \_\_\_\_\_ NO X 3) Owners Contractors Protective Liability

The CONTRACTOR shall maintain at its own expense during the term of this Contract the following insurance:

15. Worker's Compensation insurance with Michigan statutory limits and employers' liability insurance with minimum limits of \$100,000 each accident.
16. General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000,000 Combined Single Limit (Bodily Injury/Property Damage).

This insurance shall indicate on the Certificate of Insurance the following coverages:

- (a) Premises - Operations
- (b) Independent Contractor and Sub-Contractors
- (c) Products and Completed Operations
- (d) Broad Form Contractual
- (e) Broad Form Liability Endorsement

Automobile Liability insurance with minimum limits of liability, per occurrence, of \$500,000 Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated in the "Special Conditions" of the Contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (a) Owned automobiles
- (b) Hired automobiles
- (c) Non-owned automobiles

17. Protective Liability Insurance: Owners and Contractors. The CONTRACTOR shall provide the original and duplicate policy of insurance to the City Manager. This insurance contract shall name the CITY as the insured and remain in effect until the contract is accepted by the CITY.

The insurance shall provide minimum limits of liability per occurrence of \$500,000. Combined Single Limit. Said insurance shall provide that the term "Owner" or CITY shall be deemed to include all authorities, boards, bureaus, commissions, divisions, departments, districts and offices of the CITY and the individual members, employees and agents thereof in their official capacities.

18. Disability Benefits: The CONTRACTOR shall provide proof of compliance with the Disability Benefits Law. (If applicable).

19. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the CONTRACTOR will be withheld until those requirements have been met, or at the option of the CITY the CITY may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

If at any time any of the foregoing policies shall be or become unsatisfactory to the CITY to form or substance, or if a company insuring any such policy shall be or become unsatisfactory to the CITY, the CONTRACTOR shall upon notice to that effect from the CITY promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as herein provided. Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the CITY may be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the CONTRACTOR from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

20. Conflict of Interest. The CONTRACTOR covenants that neither said corporation nor any officer, agent or employee of the corporation has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the Contract.
21. Contingent Fees. The CONTRACTOR warrants it has not employed or retained any company or person other than bonafide employees working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty, the CITY shall have the right to annul the Contract without liability or, at its discretion, to deduct from the fees due the CONTRACTOR, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

22. Equal Opportunity. The CONTRACTOR has knowledge of and agrees to comply with the provisions of the Ypsilanti City Ordinance 538, Affirmative Action.
23. The CONTRACTOR further agrees to perform this Contract in accord with all federal, state and local laws and will not discriminate against any person on the basis of race, sex, color, national origin, religion, handicap status, heights, weight, marital status, or other criteria which is not relevant to the particular job.
24. The CONTRACTOR further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability as set forth in the American's With Disability Act, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonable necessary to the normal operation of the business). Breach of this provision may be regarded as material breach of the Agreement.

25. Living Wage.

- A. (1) Living Wages be paid according to the Ypsilanti Living Wage Ordinance No. 892 (The Ordinance) , and
  - (2) Suitable notices be posted in the work place; and
  - (3) Evidence of compliance including payroll records be provided to the Ypsilanti Personnel Department within 10 days of written request from the Ypsilanti Personnel Department.
- B. In the event of violation of the provisions of The Ordinance or this contract this contract may be modified or terminated to comply with the provisions of The Ordinance, including withholding of moneys in amount equal to Living Wages not paid in accordance with The Ordinance and the City may also take action to recover the amount of the contract provided to any person found to have violated The ordinance.
- C. Any employee shall have a separate cause of action to enforce the provisions of this contract and The Ordinance and any rights conferred under The Ordinance, in law and or equity, and any court of competent jurisdiction upon proper proof and the prevailing of the employee in such action, shall award actual damages, wage restitution, interest and actual attorney fees.
- D. The City shall have the right to enforce this contract and The Ordinance in law or equity by court process including specific performance.

This Contract and attachments hereto are the sole Contract and Agreement between the parties. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.

Notices. All notices concerning this Contract shall be deemed served on the party if sent to the party at the address shown at the beginning of this Contract, or such other address as has been endorsed to the Contract copy of the serving party in writing by the party so served and notified.

26. Iran Economic Sanctions Act 517 of 2013. Pursuant to the Iran Economic Sanctions act, MCL 129.211, before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Provider, the Provider must first certify that it is not an "Iran Linked Business" as defined by that law."

27. Not in Default to City. The CONTRACTOR hereby certifies that the CONTRACTOR is not in default to the CITY, and that there are no unpaid taxes, real or personal, owed to the CITY by the CONTRACTOR, and the CONTRACTOR has no other unfulfilled obligations to the CITY and is in compliance with all Ypsilanti City codes and ordinances. The parties understand that a breach of this provision is a material breach of the contract.

28. In accordance with PA 517 of 2012, CONTRACTOR must certify that CONTRACTOR is not an Iran linked business, as set forth in the act. Signing this addendum is such certification.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set out below. The parties signing all certify that they sign this agreement with full power and authority.

RNA Facilities Management of Ann Arbor  
By: Dena Farha

Dated: 17 December 2018.

CITY OF YPSILANTI, a Michigan  
Municipal home-rule City

BY: Darwin McClary  
Darwin McClary, City Manager  
Pursuant to Resolution 2018-290

APPROVED AS TO FORM:

John M. Barr  
John M. Barr 12-5-18  
Ypsilanti City Attorney



REQUEST FOR LEGISLATION  
October 1, 2024

From: Bonnie Wessler, Director of Public Works

Subject: Roll-Off Dumpster Services at Public Works Facility

The Department of Public Works utilizes roll-off dumpster rentals, primarily for the disposal of street sweepings, rubbish collection and other non-hazardous waste in performing essential City services. As the City's current service agreement with GFL Environmental for roll-off dumpster service ends September 22, 2024, the Department sought and received quotes from similar contractors, with Stevens Disposal providing the lowest qualified offer. The estimated cost for the life of the service agreement is approximately \$25,500.

| Contractor        | Per Haul Fee | Additional Fees            | Term                       | Est. Term Cost                  |
|-------------------|--------------|----------------------------|----------------------------|---------------------------------|
| Stevens Disposal  | \$295        | \$35/ton over 3 tons       | 9/15/2025                  | \$25,500                        |
| GFL Environmental | \$325        | \$35/ton over 4 tons       | 6 months with auto renewal | \$14,600/6 mo. or \$29,200/year |
|                   |              | 15% fuel/environmental fee |                            |                                 |
|                   |              | \$200/month inactivity fee |                            |                                 |
| Republic Services | \$575        | \$41/ton disposal fee      | On Call                    | \$57,600/year                   |
|                   |              | \$575/month inactivity fee |                            |                                 |

*\*Estimated term cost calculated at average tonnage and frequency. (4 tons, 1.5 hauls per week)*

Stevens Disposal has an active contract with the City, ending September 15, 2025, for curbside garbage disposal and has provided an addendum to the contract for roll-off dumpster services, running through the term of the ongoing contract.

Department staff is recommending that City Council approve the service agreement proposed by Stevens Disposal.

RECOMMENDED ACTION: Approval

ATTACHMENTS: Stevens Disposal service agreement addendum, GFL Environmental Service agreement extension proposal, Republic Services proposal.

CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: \_\_\_\_\_

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, Roll-off dumpster services are required for the Department of Public Works to perform essential City services; and

WHEREAS, The Department of Public Works sought and received multiple quotes for roll-off dumpster services; and

WHEREAS, Stevens Disposal provided the lowest qualified proposal as an addendum to the active contract with the City of Ypsilanti.

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the service agreement proposal offered by Stevens Disposal to provide roll-off dumpster service to the Department of Public Works.

THAT the City Manager is authorized to sign this contract, subject to review by the City Attorney and any change orders are subject to review and approval by the City Manager to facilitate the completion of this work.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

### Department of Public Works Roll Off Dumpster Bid Comparisons

| Quote No. 1 - Stevens Disposal (Recommended) |          |                                                     |
|----------------------------------------------|----------|-----------------------------------------------------|
| Unit Cost                                    | \$295.00 | Per haul, 15 or 20 yd.                              |
| Additional Fees                              | \$35.00  | Overweight fee, per ton over 3 tons                 |
| Term                                         | 1 year   | Concurrent with existing contract, ending 9/15/2025 |

| Quote No. 2 - GFL Environmental |          |                                                        |
|---------------------------------|----------|--------------------------------------------------------|
| Unit Cost                       | \$325.00 | Per haul, 20 yd.                                       |
| Additional Fees                 | 15%      | Environmental & fuel surcharges, total invoice amount. |
|                                 | \$35.00  | Overweight fee, per ton over 4 tons                    |
|                                 | \$200.00 | Inactivity fee, per month.                             |
| Term                            | 6 months | Auto-renewal at 6 additional months.                   |

| Quote No. 3 - Republic Services |          |                          |
|---------------------------------|----------|--------------------------|
| Unit Cost                       | \$575.00 | Per haul, 20 yd.         |
| Additional Fees                 | \$41.00  | Disposal fee, per ton    |
| Term                            | Open     | Minimum 1 haul per month |

### Average Haul Scenario (3-4 Tons)

| Stevens         | 4 Ton Haul      |
|-----------------|-----------------|
| Base Fee        | \$295.00        |
| Additional Fees | \$35.00         |
| <b>Total</b>    | <b>\$330.00</b> |

| GFL             | 4 Ton Haul      |
|-----------------|-----------------|
| Base Fee        | \$325.00        |
| Additional Fees | \$48.75         |
| <b>Total</b>    | <b>\$373.75</b> |

| Republic        | 4 Ton Haul      |
|-----------------|-----------------|
| Base Fee        | \$575.00        |
| Additional Fees | \$164.00        |
| <b>Total</b>    | <b>\$739.00</b> |

**STEVENS DISPOSAL & RECYCLING SERVICE, INC**  
***STEVENS STOP & GO PORTABLE TOILETS***

P.O. BOX 500  
TEMPERANCE, MI 48182  
Phone: 800-779-0344 Fax: 734-279-2383

September 20, 2024

RE: Addendum; City of Ypsilanti MI. Curbside Trash Collection to add Roll Off Service & Rates.

Attention: City Manager & DPS Manager

Good afternoon, Andrew & Bonnie

This document will serve as an Addendum for the addition of Roll Off Service to the original September 16, 2019 agreement between City of Ypsilanti Michigan and Stevens Disposal for the curbside collection of trash and recycling material. The agreement will extend through the term selected by the City to 09/15/2025.

Stevens Disposal is adding Roll Off Service to the agreement for 15- or 20-yard containers at the rate of \$295.00 per haul which covers 3-ton. \$35.00 per ton over 3-ton.  
Additionally, we offer in this addendum the options to exercise the option in the original agreement for additional renewal/extension terms up to an additional five (5) year term at the end of this term ending on 09/15/2025. This option will require automation & carts implemented with the rate on year one being \$9.50 per unit and keeping the renewal percentage at 6% for additional years 2 through 5 of the renewal agreement. The Roll Off Service will add in the renewal option with the same terms of renewal.

We value our relationship with the City of Ypsilanti Michigan, our goal is to keep the partnership moving forward well into the future by providing great service to the city while offering options to expand services to incorporate curbside recycling and yard waste collection services.

**IN WITNESS WHEREOF**, the parties have made and executed this agreement, the day and year first above written.

**CITY OF YPSILANTI A MICHIGAN  
MUNICIPAL, COMMUNITY.**

By: \_\_\_\_\_  
PRINT: Nicole Brown  
Its: Mayor

By: \_\_\_\_\_  
PRINT: Tracey Boudreau  
Its: Clerk.

**STEVENS DISPOSAL & RECYCLING  
SERVICE INC.**

By: \_\_\_\_\_  
PRINT: Kevin R Shipman  
Its: Municipal/Customer Relations Manager



9/18/2024

David Canter  
City of Ypsilanti/Public Works  
14 W Forest Ave  
Ypsilanti, MI48197  
Quote: A911517844

## CITY OF YPSILANTI:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-878-4626. It's that easy.

## Service Details

## LARGE CONTAINERS

|                          |                           |                |          |          |
|--------------------------|---------------------------|----------------|----------|----------|
| Equipment Qty/Type/Size: | 1 - Open Top - 20.00Yd(s) | Haul Rate:     | \$575.00 | per haul |
| Frequency:               | On-Call                   | Disposal Rate: | \$41.00  | per ton  |
| Material Type:           | Solid Waste               |                |          |          |
| Hauls/ month:            | 1.0                       |                |          |          |

## Estimated Monthly Amount \*

|                                             |          |
|---------------------------------------------|----------|
| Large Container Haul Charge                 | \$575.00 |
| Large Container Disposal Charge<br>(2 tons) | \$82.00  |

|                               |                 |
|-------------------------------|-----------------|
| <b>Total Estimated Amount</b> | <b>\$657.00</b> |
|-------------------------------|-----------------|

## One Time Charges

|                                     |           |
|-------------------------------------|-----------|
| Delivery Charge Subtotal            | \$215.00  |
| Valued Customer Discount - Delivery | - \$40.00 |

|                              |                 |
|------------------------------|-----------------|
| <b>Total One-Time Amount</b> | <b>\$175.00</b> |
|------------------------------|-----------------|

Janette Limburg  
Republic Services  
7343513829  
JLimburg@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

\*\*FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures). The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO

CUSTOMER CITY OF YPSILANTI

NAME

ATTN David Canter

ADDRESS 1 S HURON ST

CITY YPSILANTI, MI

STATE

ZIP CODE 48197-5420

TEL. NO. (734) 483-1421FAX NO.

SITE LOCATION

SITE City of Ypsilanti/Public Works

NAME

ADDRESS 14 W Forest Ave

CITY Ypsilanti, MI

STATE

SUITE

ZIP CODE 48197

TEL. NO. (734) 483-1421 FAX NO.

AUTHORIZED BY David Canter TITLE

CONTACT David Canter TITLE

Customer Service Agreement



AGREEMENT NUMBER A911517844

ACCOUNT NUMBER 241-170000

EMAIL : dcanter@cityofypsilanti.com

| N/O | CONT. GRP | TYPE | SIZE       | C | QTY | ACCT. TYPE | C/O | SERV. FREQUENCY | EST. LIFTS | S | P.O. REQ | RECPT. REQ | L/F CODE | OPEN/ CLOSE DATE | LIFT CHARGE | MONTHLY SERVICE | EXTRA LIFT | DISP RATE      | ADDITIONAL CHARGES | TC/RC CMP |
|-----|-----------|------|------------|---|-----|------------|-----|-----------------|------------|---|----------|------------|----------|------------------|-------------|-----------------|------------|----------------|--------------------|-----------|
| N   |           | RO   | 20.00Yd(s) | N | 1   | P          | N   | O/C             | 1.0        | N |          | N          | WC70     | 11/13/2024       | \$575.00    |                 |            | \$41.00per ton |                    | 01/ 01    |

Allied Waste Systems, Inc. DBA Allied Waste Services of Detroit West, Republic Services of Southeast Michigan, Synergy Environmental

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY:

(AUTHORIZED SIGNATURE)

TITLE:

BY :

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

TITLE:

DATE OF AGREEMENT

COMMENTS: City of Ypsilanti, Department of Public Works, located at 14 W. Forest Ave. Ypsilanti, MI. 20 yd dumpster t dcanter cityofypsilanti.com or 734.483.1421, M-F, 8A to 4P.

Additional Items:

20.00Yd(s) - Minimum Lift Fee: \$150.0 for 1 minimum lift per month effective on 10/01/2024;

Valued Customer Discount - Delivery for 1 container RO 20.00 yard - \$40.00

**Delivery Notes:**

Safety: No Safety Concerns

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No

See reverse for Terms and Conditions

Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

## TERMS AND CONDITIONS

**1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

**2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

**3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

**4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

**5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

**6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

**7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: [www.republicservices.com/customer-support/fee-disclosures](http://www.republicservices.com/customer-support/fee-disclosures)). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

**8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.

**9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

**10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.

**11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**

**12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**

**13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

**14. LIQUIDATED DAMAGES.** If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**15. RIGHT OF FIRST REFUSAL.** Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

**16. COMMUNICATIONS.** To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to [contractnotice@republicservices.com](mailto:contractnotice@republicservices.com). If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

**17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER.** (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

**18. MISCELLANEOUS.** (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

**19. CONTAINER REFRESH.** If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

**20. RECYCLABLES.** If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

**21. ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

**22. EQUIPMENT RENTAL.** Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

**MAINTENANCE.** Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

**CUSTOMER'S OBLIGATIONS.** Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

**DISCLAIMER OF WARRANTIES; DAMAGES.** COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

**23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES.** Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

**ADDITIONAL DEFINITIONS.** The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

**BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Box Mail-Back Services, the following additional terms shall apply:

**Pre-Payment; No Refunds.** Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

**Expiration of Boxes.** Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

**Safe Packaging Obligation.** Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

**Electronic Material Specifications.** With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

**Bulbs & Batteries Specifications.** With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

**PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries).** In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

**Safe Packaging Obligation.** Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

**Electronic Material Specifications.** With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

**FULL SERVICE (Electronic Material).** There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:



# Commercial Customer Service Agreement

## Customer Billing Information:

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

## Front Load Dumpsters

CHECK ☐ **Front Load Container**

Front Load can size: \_\_\_\_\_ Type: ☐ Flat w/side doors  
Monthly Rate: \_\_\_\_\_ ☐ Slant

We need (qty.): \_\_\_\_\_ container(s).

Service frequency: \_\_\_\_\_ Extra pickups: \$75.00

**Service** ☐ Increase **Rate** ☐ Increase  
**Change** ☐ Decrease **Change** ☐ Decrease

*\*See Special Instructions for details on service and rates.*

CHECK ☐ **Front Load Recycling Container\***

Front Load can size: \_\_\_\_\_ Type: ☐ Flat w/side doors  
Monthly Rate: \_\_\_\_\_ ☐ Slant

We need (qty.): \_\_\_\_\_ container(s).

Service frequency: \_\_\_\_\_ Extra pickups: \$75.00

**\*Paper & Cardboard only**

## Special Instructions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Schedule of Charges

- |                       |                       |                                     |               |
|-----------------------|-----------------------|-------------------------------------|---------------|
| • FEL Casters         | \$145.00 (2 yd. only) | • FEL/RO Demurrage Wait Time        | \$95.00/hr    |
| • FEL Lock Bar        | \$145.00              | • ROLL OFF Inactivity Fee per month | \$200.00      |
| • FEL Delivery Charge | \$75.00               | • ROLL OFF Rental Extension         | \$10.00 / day |
| • FEL Removal Charge  | \$ 50.00              |                                     |               |
| • FEL Extra Pickup    | \$ 75.00              |                                     |               |

Send to: GFL Environmental USA Inc.  
6200 Elmridge Dr., Sterling Heights, MI 48313  
or FAX to: 586.795.3270

**gflusa.com** CUSTOMER SERVICE: **1.844.464.3587**

Account #: \_\_\_\_\_ GFL Rep: \_\_\_\_\_

## Service Location Information:

Location Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Cross Street: \_\_\_\_\_

## Payment:

SELECT ONE:

Checking Account #: \_\_\_\_\_

Routing #: \_\_\_\_\_ Bank: \_\_\_\_\_

Charge Card: ☐ Visa ☐ MasterCard ☐ American Express

Card #: \_\_\_\_\_

CVC2 Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

## Roll-Off Dumpsters & Compactors

CHECK ☐ **Roll-Off Dumpsters (4 sizes)**

\_\_\_\_\_

per pull up to the tonnage limits below:

|                                           |                                           |
|-------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> 10 yard - 2 tons | <input type="checkbox"/> 20 yard - 3 tons |
| <input type="checkbox"/> 30 yard - 4 tons | <input type="checkbox"/> 40yard - 5 tons  |

\$ \_\_\_\_\_ per ton over tonnage limit.

\$ \_\_\_\_\_ Haul \$ \_\_\_\_\_ Disposal

**Check Usage:** ☐ Perm. ☐ Temp. ☐ Trash ☐ Construction

CHECK ☐ **Compactors (any style)**

\_\_\_\_\_

\$ \_\_\_\_\_ per pull up to \_\_\_\_\_ tons. \$ \_\_\_\_\_ per ton over tonnage limit.

Type: ☐ Stationary ☐ Self Contained Compactor size: \_\_\_\_\_

**CHECK DAY(S) PICKUP NEEDED:**

☐ M ☐ Tu ☐ W ☐ Th ☐ F

Compactor lease charge: \$ \_\_\_\_\_

## TERMS: NET 30 DAYS

By executing this agreement, Customer agrees it has read and reviewed and agrees to be fully bound by the Service Agreement Terms which are available at [gflusa.com](http://gflusa.com) - which terms and conditions may be updated from time-to-time. Such terms and conditions shall be fully incorporated into and made a part of this Service Agreement.

**Date of Agreement:** \_\_\_\_\_ **Effective Date of Service:** \_\_\_\_\_

**By:** (Signature) \_\_\_\_\_

**Name:** (Please print) \_\_\_\_\_

**Title:** \_\_\_\_\_

# TERMS AND CONDITIONS TO SERVICE AGREEMENT (the “Agreement”)

1. **Services Rendered.** This Agreement takes effect when signed by Contractor and Customer unless another date for service commencement is set out on the face page of this Agreement (the “Service Commencement Date”). During the Term, Customer grants to Contractor the exclusive right to provide the services and Equipment described on the face page of this Agreement (collectively, the “Services”) on the terms and conditions of this Agreement. No terms and conditions added by Customer shall be binding upon Contractor unless expressly accepted in writing by Contractor’s authorized officer. These terms and conditions supersede customer-issued agreements and/or purchase orders.
2. **Waste Materials.** As a material inducement to Contractor to enter into this Agreement and to provide the Services on the terms and conditions of this Agreement, Customer represents and warrants to Contractor that the materials to be collected under this Agreement shall be only Waste Materials as defined in this Section 2. Waste Materials means all (i) non-hazardous solid waste; and (ii) Recyclable Materials generated by Customer at the Customer Service Address(s) described on the face page of this Agreement. Waste Materials specifically excludes and Customer agrees that it will not deposit or permit the deposit for collection by Contractor of any of the following: (i) material that is prohibited from being disposed of at a Type II landfill by applicable laws or permits governing such landfills, (ii) material which, under applicable law, regulation or guideline, requires a profile or generator characterization for disposal, (iii) Special Wastes as defined under applicable state or local laws, (iv) hazardous or toxic waste as those terms are defined under applicable federal, state and/or local laws or regulations, (v) explosive materials, corrosive materials, pathological waste, biological waste, radioactive materials, any liquid waste, cesspool or human waste, motor vehicle, motor vehicle parts (collectively, “Excluded Materials”) and (vi) Waste Materials that require special handling such as tree stumps or appliances (“Bulky Wastes”). Customer shall retain title to and liability for all Excluded Materials and agrees to indemnify, defend and hold Contractor harmless from and against all claims, liabilities, fines and costs of any nature whatsoever, arising out of the breach of warranty stated above, including extra hauling, handling and/or disposal fees incurred. Title to Waste Materials shall transfer to Contractor upon collective unless otherwise provided by applicable law. Recyclable Materials shall include all materials that may be recycled or recovered provided that Recyclable Materials deemed “contaminated” by the receiving facility shall be charged to Customer as Waste Material plus a re-routing fee for the cost of routing the contaminated Recyclable Materials from a recyclable facility to a waste disposal facility. Collection of Special Wastes and Bulky Wastes is not included in the Services to be provided but can be arranged by contacting Contractor at the number noted on the face page of this Agreement.
3. **Equipment; Access to Equipment.** The term “Equipment” as used in this Agreement means all equipment and containers provided by Contractor to Customer from time to time which has not been purchased by Customer. All Equipment shall remain the property of Contractor and Customer shall have no right, title, or interest in the Equipment. The Equipment shall be returned to Contractor upon termination of this Agreement in the same condition as received, reasonable wear and tear excepted. Customer shall not remove or move the Equipment or permit any third party to move or remove the Equipment, or make any alterations or improvements to the Equipment without the prior written consent of Contractor. Customer shall not overload the Equipment, nor use it for incineration purposes. Customer is liable for any loss of or damage to the Equipment while at Customer’s premises in excess of reasonable wear and tear and shall indemnify, defend and hold Contractor harmless from and against all claims, liabilities, damages and penalties, including for injury or death to persons and loss or damage to property, arising out of or in connection with Customer’s use, operations or possession of the Equipment, except to the extent caused solely by any act or omission of Contractor or its employees. Customer authorizes Contractor to use its reasonable judgment in placing the container(s) at Customer’s service location if Contractor finds that Customer’s initial placement request (if given) is not feasible. Customer shall provide unobstructed access to the Equipment on all scheduled collection days. When Equipment is inaccessible on a scheduled collection day, Customer shall pay Contractor when invoiced, in addition to usual Charges for Services, at Contractor’s option either (i) a wait fee for time spent waiting for Customer to provide unobstructed access to the Equipment, or (ii) a dry run fee. Unless otherwise agreed in writing by Contractor, where Customer fails to use Contractor’s Equipment for the disposal of Waste Materials for 10 days or more, Customer hereby authorizes Contractor to remove the Equipment and terminate this Agreement on notice to Customer or to charge Customer a fixed rental fee of \$10.00 per day and Customer agrees to pay such rental charge.
4. **Term.** The Term of this Agreement is 36 months from the Service Commencement Date (the “Initial Term”). This Agreement shall automatically be extended and renewed for additional 12 month periods (each, a “Renewal Term” and collectively, with the “Initial Term”, the “Term”) unless Customer shall give written notice of termination by certified mail, return receipt requested, to Contractor at least 90 days but not more than 120 days prior to the expiration date of the Initial Term or any Renewal Term.
5. **Charges, Payment Terms and Adjustments.** Customer shall pay Contractor in accordance with the schedule of charges set forth on the face of this Agreement, as amended from time to time pursuant to these terms and conditions, as well as for the following additional services provided to Customer from time to time, that are not listed on the face page hereof at Contractor’s standard rates from time to time: installation service; removal service; push/pull out service; container relocation service; seasonal restart; and Customer enclosure service (the “Charges”). Contractor reserves the right to bill Customer for Services in advance of Service delivery and Customer agrees to pay invoices within 30 days of the invoice date. If payment is not made within 30 days of the invoice date, Customer agrees to pay interest on the amount of all past due invoices at the rate of 1.5% per month (18% per annum) from the due date until paid in full. Customer checks returned for insufficient funds will be charged a NSF Fee, to the maximum extent permitted by applicable law. From time to time, at Contractor’s request, Customer shall furnish financial information to Contractor sufficient for Contractor to determine Customer’s creditworthiness. Customer agrees to credit limits established by Contractor from time to time. If Customer requires Contractor to issue an additional insured certificate, Contractor shall provide such certificate upon request, provided that Customer hereby waives any right to require Contractor to maintain specified types or limits of insurance or with insurers satisfactory to Customer and Customer shall not withhold any payment(s) due to Contractor’s failure to obtain or maintain such insurance. Contractor may increase the charges from time to time during the Term for: (i) any change in the composition of the Waste Materials, (ii) increases in disposal rates and/or third party transportation costs charged to Contractor; (iii) increased costs due to circumstances beyond Contractor’s control including without limitation, changes in local, state, or federal laws or regulations, impositions of taxes, fees or surcharges and/or acts of God such as floods, fires, hurricanes or other natural disasters, and (iv) no more than once annually, for increases in Contractor’s costs of providing the Services, not to exceed the increase in the Consumer Price Index plus 4 %. Customer agrees that charges set out in clauses (i) through (iv) may include an amount for Company’s operating or gross profit margin.
6. **Service Changes.** Contractor and Customer may agree to changes in the frequency of collection service, location(s) for service, the number, capacity and type of Equipment provided by Contractor from time to time during the Term, orally or in writing. Consent to oral changes shall be evidenced by the actions and practices of the parties, including payment of an invoice, and shall become a part of this Agreement. Customer’s change to any of its Customer Service Address(s) set out on the face page of this Agreement shall not terminate this Agreement if Customer’s new Customer Service Address is within Contractor’s service area and this Agreement shall apply to the new Customer Service Address. Contractor reserves the right to substitute similar but equivalent services and/or Equipment from that specified on the face page of this Agreement as its business needs dictate, at no extra cost to Customer.
7. **Default by Customer.** In the event Customer fails to pay Contractor for disposal services or Equipment or in the event Customer is otherwise in default of this Agreement, Contractor may enter Customer’s premises and remove Contractor’s Equipment and any Waste Materials deposited therein, or may leave Equipment on site, and suspend all Services, until payment in full is made, including interest charges as provided in Section 5 above. Customer shall remain liable for all monthly fees incurred during suspension of Services for non-payment. Customer shall indemnify, defend and hold Contractor harmless from any claims and costs for the removal of Contractor’s Equipment and the removal of Waste Materials from Contractor’s Equipment.
8. **Weight Restrictions and Surfaces.** Customer warrants and represents that any right of way provided to Contractor for purposes of delivering the Services is sufficient to bear the weight of all of Contractor’s vehicles and Equipment (both empty and full). Customer also warrants sufficient overhead and side clearance to accommodate the placement and movement of Contractor’s vehicles and Equipment. Contractor shall not be responsible for damage to any private pavement or accompanying subsurface or any route necessary to perform the Services and shall not be responsible for overhead and/or side obstacles such as electrical wires, overhanging rooflines or eaves, trees, walls, corrals, gates etc., whether such obstacles are within Customer’s lot line or on a neighboring property.
9. **Services Guarantee. Early Termination.** (a) If Customer believes that Contractor has not performed in accordance with the Agreement, Customer shall provide written notice to Contractor via certified mail, return receipt requested, not later than 15 days after the event(s) giving rise to the alleged non-performance. Failure to give notice as set out in this Section 9 shall be deemed a waiver of any such claim. Where Customer gives Contractor notice of non-performance, Contractor shall have a reasonable period of time within which to cure and/or respond to any alleged non-performance. If Contractor fails to cure the non-performance in accordance with this procedure, Customer may terminate this Agreement on written notice to Contractor and upon payment of all charges due through the date of termination. (b) If, during the Term, Customer terminates this Agreement other than for Contractor’s default as set forth in the first sentence of this Section 9, or if Contractor terminates this Agreement for Customer’s default pursuant to Section 7 of this Agreement, or if Customer closes its business at the Customer Service Address, Customer shall pay Contractor the following liquidated damages, in addition to reimbursement of Contractor’s legal fees: (a) if the remaining Initial Term is 6 months or more, an amount equal to the product obtained by multiplying the average monthly revenue generated by Customer in the 3 months prior to the effective date of termination, by 6, or (b) if the remaining Term is less than 6 months, an amount equal to the product obtained by multiplying the average monthly revenue generated by Customer in the 3 months prior to the effective date of termination, by the number of months remaining in the Term. Customer acknowledges that Contractor has dedicated certain Equipment, personnel and/or incurred other debts/commitments to service Customer and has a right to profit in good faith in its relationship with Customer. Customer acknowledges that the actual damages to Contractor in the event of termination are difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Contractor resulting from such termination, and is a genuine pre-estimate of Contractor’s anticipated damages and is not imposed as a penalty. The liquidated damages amount set out in this Section 9 does not include costs for removing the Equipment which will be billed as a separate charge by Contractor. Contractor may terminate this Agreement at any time with not less than ten (10) days’ prior notice to Customer.
10. **Force Majeure.** Contractor shall not be in default for its failure to perform or delay in performance of Services caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, war, imposition of laws or governmental orders, fires, accident, explosion, storm, earthquake or other natural disaster, acts of war or terrorism, acts of God, the inability to obtain equipment, mechanical or technological malfunction and Contractor shall be excused from performance during the occurrence of such events..
11. **Indemnity.** Contractor agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of Contractor or its employees, which occurs during the collection or transportation of Customer’s Waste Materials, provided that Contractor’s indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Contractor harmless from and against any and all liability which Contractor may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer’s breach of this Agreement or by any negligent act, negligent omission or willful misconduct of Customer or its employees, agents or contractors in the performance of this Agreement or Customer’s use, operation or possession of any Equipment provided by Contractor, including for Excluded Materials deposited in Contractor’s Equipment.

In no circumstances will either party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or non-performance of this Agreement.

12. **Dispute Resolution.** Any dispute arising out of this Agreement shall be exclusively resolved by commencement of suit in Macomb County Circuit Courts located in Mt. Clemens, Michigan or Contractor, at its sole discretion, may opt to resolve dispute via binding arbitration in Macomb County, Michigan, pursuant to the Rules of the American Arbitration Association. Customer hereby waives its right to trial by jury in any dispute arising pursuant to this Agreement. If one or more terms/conditions of this Agreement are found to be unenforceable, the remaining terms/conditions shall still be fully applicable.

13. **Miscellaneous.** (a) Customer shall keep all information, including but not limited to pricing and terms in this Agreement confidential as sharing such trade information could cause irreparable harm to Contractor. (b) Should Contractor incur any costs in conjunction with enforcing any of the terms of this Agreement, Contractor shall be entitled to reimbursement from Customer. These costs shall include, but not limited to, any and all attorney fees, court costs, collections costs, and other costs actually incurred of any kind. (c) Handwritten alterations that are initiated by an authorized representative of both Customer and Contractor will govern over the typed original language. In all other instances, the typed original language of this Agreement shall govern. (d) The parties are independent contracting parties and are not the agent or legal representative of the other for any purpose. (e) This Agreement embodies the entire understanding between Contractor and Customer with respect to the subject matter hereof, and all previous negotiations, discussions and written or oral agreements are hereby superseded by this Agreement (f) Contractor’s delay in enforcing or failure to enforce any of the provisions of this Agreement, or any rights under this Agreement, or the exercise of any election provided in this Agreement, shall not be considered to be a waiver of the right to thereafter enforce such provisions or rights or exercise subsequent elections. Any and all of the rights and remedies conferred upon Contractor under this Agreement shall be cumulative and in addition to, and not in lieu of, any other rights or remedies at law or in equity. (g) This Agreement shall be governed by the laws of the State of Michigan. (h) Where this Agreement provides for notice to be given to any party, such notice shall be given to the address for Contractor or Customer, respectively noted on the face page of this Agreement, as the same may be changed from time to time by notice in writing given via certified mail, return receipt requested to the other party and shall be deemed receipt of the date of such delivery.

14. **Corporate Authority.** Customer’s signatory (initials) on the face page of this Agreement hereby represents that he/she is an authorized signatory of Customer, has been directed to enter into this Agreement on behalf of Customer and has full authority to bind Customer to all of the terms and conditions contained in this Agreement. Customer acknowledges that Contractor is relying on these express representations in entering into this Agreement and that such representations are a material inducement to Contractor entering into this Agreement and proceeding to provide the Services.

15. **Assignment/ Subcontracting.** Contractor reserves the right to assign this Agreement and/or delegate its obligations hereunder. Contractor may utilize a subcontractor at any time to provide the Services.



Resolution No. 2024-228  
October 1, 2024

**Whereas, a ballot initiative related to the city of Ypsilanti's budgeting process has received the required number of signatures and may appear on a future ballot; and**

**Whereas, this ballot initiative would enact a radical change to the city of Ypsilanti's budget processes; and**

**Whereas, this ballot initiative is technically unfit for the ballot because it (a) lacks sufficient terminological clarity and (b) would require this Council to fail to meet its legal obligations to enact a budget by the statutory deadline; and**

**Whereas, the ballot initiative lacks terminological clarity because the term "budgeted police expenditures" -- which is the trigger to send the budget to the people for approval -- is not defined clearly, and could be conceived of in at least the following ways: (a) an increase in the general fund police department budget; or (b) an increase in the police budget across all funds; or (c) an increase in any one line item in either the police general fund budget or the police department all funds budget; or (d) an increase in spending authority -- and with it a revised budget -- brought on by receipt of a grant or other non-general funds or other budget adjustments midway through the fiscal year; and**

**Whereas, this lack of clarity means it cannot be readily ascertained when or if the popular election contemplated by this proposed charter amendment would be triggered; and**

**Whereas, the city could not meet its statutory obligation to enact a budget by the time required by state statute because the vote of the people, triggered by multiple possible increases, would not take place until months after the city is statutorily required to submit a balanced budget to the state of Michigan; Therefore, be it**

**RESOLVED, that the City Council of the City of Ypsilanti requests that the Attorney General of the State of Michigan issue an opinion on whether the ballot initiative may appear on a ballot before the voters of the city of Ypsilanti given the lack of clarity and the chronological incoherence; be it further**

**RESOLVED, that the City Council of the City of Ypsilanti requests that the Washtenaw County Clerk reject the ballot initiative and prohibit it from appearing on any ballot based on lack of clarity and/or lack of chronological coherence.**

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:



From: Bonnie Wessler, Director of Public Works

Subject: Recycle Ann Arbor: Curbside Recycling MRF Contract

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The City of Ypsilanti currently contracts with Recycle Ann Arbor (RAA) for processing of the recyclables collected curbside. This contract runs through the end of calendar 2024, and we currently pay a flat rate of \$58.07 per ton, and average approximately 50 tons per month currently. RAA is a local nonprofit that uses union labor and places a high value on public education.

Due to market fluctuations and recent labor contract negotiations, the operational costs at Recycle Ann Arbor have risen. RAA has proposed two options for us going forward: a flat rate contract at \$75/ton; or a base rate of \$130 with a 80% revenue share based on sale of recycled material. Flat rate, of course, is easier to budget and is independent of the recyclables market. Base rate & rebate however rewards recycling behavior when markets are strong. Included is a comparison table based on our tonnage this past year; the ultimate difference in cost is approximately \$1000 over the year. Given the strong market rates of the recent past, the rebate offers a slightly better deal, however, performance is not guaranteed. Staff recommends the flat rate due to predictability for both parties.

The past term was a one-year contract with two one-year automatic renewals and a 3% increase per year. Staff recommends a similar structure.

RECOMMENDED ACTION: Approval, subject to attorney review and approval.

ATTACHMENTS: Recycle Ann Arbor 2021 contract, financial projections

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CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: \_\_\_\_\_

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, Recycle Ann Arbor has proposed an agreement to provide processing and marketing services for the City; and,

WHEREAS, the location of their materials recovery facility is closer than the current material recovery facilities creating efficiencies and cost savings for the city; and,

WHEREAS, it is anticipated the utilization of the Recycle Ann Arbor materials recovery facility will have a positive impact on the City's recycling program by allowing the city to collect glass in our curbside collection program;

NOW THEREFORE BE IT RESOLVED THAT that the City Council of the City of Ypsilanti approve the agreement between the City of Ypsilanti and Recycle Ann Arbor to have Recycle Ann Arbor provide processing and materials marketing services for the City and to authorize the City Manager to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the authorization of this contract.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

## RECYCLABLE PROCESSING AND MARKETING AGREEMENT CITY OF YPSILANTI AND RECYCLE ANN ARBOR

This Agreement (Agreement) is entered into as of \_\_\_\_\_, 2021 by and between the City of Ypsilanti, Michigan (City), whose address is 1 South Huron Street, Ypsilanti, Michigan, 48197 and Recycle Ann Arbor (RAA) whose address is 4150 Platt Road, Ann Arbor, Michigan, 48108.

Whereas, the City has recyclables that require processing and marketing from Recycle Ann Arbor's materials recovery facility (MRF) located at 4150 Platt Road, Ann Arbor, Michigan,

Whereas, RAA has agreed to provide processing and marketing services for the City under the terms and conditions in this Agreement:

Now, therefore, in consideration of the premises and materials promises set forth below the parties agree as follows:

1. **Agreement.** RAA agrees to provide processing and materials marketing (Services) as requested by the City. The City agrees to deliver all recyclables collected by the City or its contractors to the Ann Arbor MRF. If for some reason RAA is not able to process the City's material at the Ann Arbor MRF, it is obligated to provide alternate transportation and processing services to the City at no additional charge, unless this incapacity is due to force majeure.
2. **Term.** The term of this agreement shall commence on January 1, 2022 and shall remain in effect for one year, with an automatic annual renewal for up to two additional years, unless amended by mutual agreement of the parties or terminated by one of the parties, all of which is to be confirmed in writing no later than October 1 of the then current operating year.
3. **Price.** RAA shall be paid \$55 by the City for each ton delivered to the MRF during year one of the agreement, with a 3% annual escalator in subsequent years.
4. **Revenue Share.** The City will not be paid a per ton revenue share for the value of materials delivered.
5. **Monthly Invoice.** RAA will submit a monthly invoice to the City for services rendered by the 15<sup>th</sup> of each succeeding month.
6. **Payment.** The City will make payment to RAA within thirty (30) days following the receipt of invoices by RAA.

7. **Hours of Operation.** Hours of operation at the MRF will be Monday through Friday, 8:00 a.m. to 3:00 p.m. Following major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas) the MRF will be open the following Saturday.
8. **MRF Scale.** The certified truck scale located at the MRF will be the scale of record and will be used for weighing inbound recyclables delivered by the City. City staff should bypass the City of Ann Arbor scale at the entrance to the Wheeler Center off of Platt Road and proceed directly to the MRF scale. If the MRF scale is not operating properly or is otherwise shut down for maintenance, repairs or other reasons during operating hours, the City will be authorized to use the City of Ann Arbor Public Works Scale, located at the entrance off of Platt Road, until the MRF scale is once again operational.
9. **Acceptable Materials.** Please see Exhibit A—Acceptable Recyclable Materials.
10. **Non-Acceptable Materials.** Please see Exhibit B—Non-Acceptable Materials. Some loads from the City may inadvertently contain non-acceptable materials and excluded materials. However, the percentage of non-acceptable and excluded materials cannot exceed fifteen percent (15%) of recyclable materials delivered to the MRF.
11. **Excluded Materials.** Please see Exhibit C—Excluded Materials. Upon inspection, any partial or full rejected or excluded loads delivered that are rejected will be recorded with collection vehicle information including date, time vehicle number and material description. RAA may take photos of any rejected or excluded load to verify the presence of rejected or excluded material when the loads, in whole or part, are determined to be rejected or excluded material.

RAA will be compensated by the City for labor, equipment and material costs for loading, clean-up, alternate disposal and other materials management costs for partial or full rejected or excluded loads at a supplemental cost of \$75/ton. In the event of harmful or toxic material that require extraordinary effort to remediate, RAA will keep a record of all related costs and will bill the City for the cost of such clean-up.
12. **Safety Rules.** The City will comply will all RAA-required on-site safety protocols.
13. **Compliance with Laws.** The City understand that there may be applicable City of Ann Arbor ordinances that may apply to this agreement. The City will comply with all applicable City ordinances regarding operation of commercial vehicles, including, without limitation, any J-brake or anti-idle requirements. The City will

and RAA will comply with all federal, state and local laws, rules, regulations, including without limitation, the nondiscrimination provisions of Michigan Compiled Laws 37.2209.

14. Insurance. The City shall maintain for the duration of this agreement such insurance policies as it will to protect itself and RAA from all claims of bodily injuries, death or property damage which may arise out of this agreement. RAA likewise agrees to maintain such insurance policies as required by the City to provide the listed services under this agreement.
15. Force Majeure. Except as provided below, neither party shall be deemed to be in default or otherwise responsible for any delays or failures in performance due to acts of God, acts of war, terrorism or civil disturbance, insurrection, rebellions, sabotage, acts of a public enemy, epidemic, quarantine restrictions, pandemic, governmental action or inaction, fire, storm, flood, earthquake, labor shortage, labor disputes or strike, unavailability of power, transportation embargo, physical or economic disruption of product markets, or other causes beyond the party's reasonable control. An act of Force Majeure shall be a temporary impossibility to perform and suspends the party's duty to perform while the impossibility or impracticality exists but does not discharge its duty to prevent it from arising unless its performance after the cessation of the impossibility would be materially more burdensome than if there had been no impossibility. The provisions of this section shall not apply to the failure of a party to pay any monetary amounts when due under this agreement.
16. Default. Default will occur if either party is unable or unwilling to perform the duties assigned to it under this agreement for five consecutive operating days or more, outside of the provisions of force majeure. Both parties agree to work with the other in resolving any issues regarding one another's obligations under this agreement. If the issue is not able to be resolved, the aggrieved party shall send a notice of default to the other in writing, terminating the agreement and providing the reason(s) for such termination.
17. Amendments. This agreement may only be amended, modified, altered or changed in writing, signed by the appropriate representatives of the City and RAA.
18. Choice of Law and Forum. This agreement will be governed and controlled in all aspects by the laws of the State of Michigan. The parties submit to the jurisdiction and venues of Washtenaw County, State of Michigan.

**19. Primary and Secondary Points of Contact**

**City of Ypsilanti Primary Point of Contact**

**Ron Akers**

**734-483-1421**

**[rakers@cityofypsilanti.com](mailto:rakers@cityofypsilanti.com)**

**City of Ypsilanti Secondary Point of Contact**

**Frances McMullan**

**734-483-1810**

**[fmcmullan@cityofypsilanti.com](mailto:fmcmullan@cityofypsilanti.com)**

**Recycle Ann Arbor Primary Point of Contact**

**Curt Curavo**

**248-752-1013**

**[curt@recycleannarbor.org](mailto:curt@recycleannarbor.org)**

**Recycle Ann Arbor Secondary Point of Contact**

**Stevan Pratt**

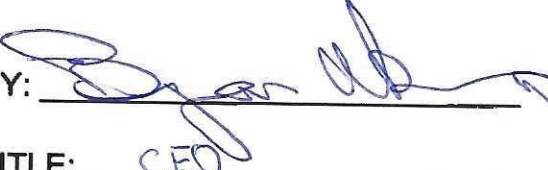
**734-707-3443**

**20. Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, shall be deemed duly given if delivered in person, telecopies or deposited in the United States mail, first class, certified or registered mail, postage prepaid, return receipt requested. All notices delivered to RAA shall be addressed to Sean Adams, Director of Operations. All notices delivered to the City shall be addressed to Ron Akers. Any notice shall be deemed given when received by the party to whom it was so delivered, transmitted or mailed. Both parties will acknowledge in writing the receipt of any notice delivered in person.

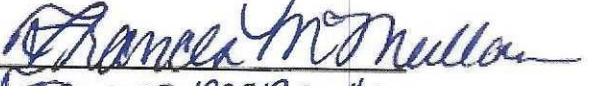
**21. Effective Date.** This agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it.

**In Witness Whereof,** the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

RECYCLE ANN ARBOR

BY:   
TITLE: CEO  
DATE: 12/27/21

CITY OF YPSILANTI

BY:   
TITLE: Frances McMullan  
DATE: City Manager  
DATE: 12/10/2021

ypsimrfagreement.dec21



Resolution No. 2021-264  
December 7, 2021

**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, Recycle Ann Arbor has proposed an agreement to provide processing and marketing services for the City; and,

WHEREAS, the location of their materials recovery facility is closer than the current material recovery facilities creating efficiencies and cost savings for the city; and,

WHEREAS, it is anticipated the utilization of the Recycle Ann Arbor materials recovery facility will have a positive impact on the City's recycling program by allowing the city to collect glass in our curbside collection program;

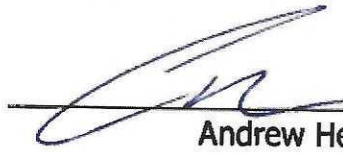
NOW THEREFORE BE IT RESOLVED THAT that the City Council of the City of Ypsilanti approve the agreement between the City of Ypsilanti and Recycle Ann Arbor to have Recycle Ann Arbor provide processing and materials marketing services for the City and to authorize the City Manager to sign the contract documents and any change orders, subject to approval by the City Attorney, to complete the authorization of this contract.

OFFERED BY: Mr. Brian Jones-Chance

SUPPORTED BY: Council Member Steve Wilcoxen

YES: 7      NO: 0      ABSENT: 0      VOTE: CARRIED

I do hereby certify that the above resolution is a true and correct copy of Resolution 2021-264 as passed by the Ypsilanti City Council, at their meeting held on December 7, 2021.

  
\_\_\_\_\_  
Andrew Hellenga, City Clerk

Projected based on 80% revenue share with \$130 processing fee.

|                | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | JUL     | AUG     |
|----------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Monthly Base   | \$53.21 | \$59.07 | \$68.57 | \$71.20 | \$82.45 | \$76.24 | \$78.38 | \$76.33 |
| Processing     | \$130   | \$130   | \$130   | \$130   | \$130   | \$130   | \$130   | \$130   |
| Less 80% F     | \$42.57 | \$47.26 | \$54.86 | \$56.96 | \$65.96 | \$60.99 | \$62.70 | \$61.06 |
| Net Process    | \$87.43 | \$82.74 | \$75.14 | \$73.04 | \$64.04 | \$69.01 | \$67.30 | \$68.94 |
| Tons Delivered | 52.83   | 49.2    | 44.66   | 52.01   | 51.55   | 46.13   | 52.39   | 49.52   |
| Net Cost       | #####   | #####   | #####   | #####   | #####   | #####   | #####   | #####   |

2024 if at new rates

|                | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | JUL     | AUG     |
|----------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Tons Delivered | 52.83   | 49.2    | 44.66   | 52.01   | 51.55   | 46.13   | 52.39   | 49.52   |
| Fixed Process  | \$75.00 | \$75.00 | \$75.00 | \$75.00 | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| Net Cost       | #####   | #####   | #####   | #####   | #####   | #####   | #####   | #####   |

Actual Billed

|                | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | JUL     | AUG     |
|----------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Tons Delivered | 52.83   | 49.2    | 44.66   | 52.01   | 51.55   | 46.13   | 52.39   | 49.52   |
| Fixed Process  | \$57.79 | \$57.79 | \$57.79 | \$57.79 | \$57.79 | \$57.79 | \$57.79 | \$58.07 |
| Net Cost       | #####   | #####   | #####   | #####   | #####   | #####   | #####   | #####   |

Total/Avg

\$73.49

398.29

#####

Total/Avg

398.29

\$75.00

#####

Total/Avg

398.29

\$57.82

#####



As a non-profit organization, Recycle Ann Arbor's mission is to develop and operate innovative reuse, recycling, and zero waste programs that improve the environmental quality of our community.

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## City of Ypsi Recycling Processing Contract Information

Recycle Ann Arbor (RAA) began as a grassroots movement, collecting Ann Arbor's recyclables curbside in 1978, one of the original pioneers of curbside recycling programs in the nation and the first in Michigan. Three years ago, amid talk that recycling was failing, and materials were being shipped overseas and badly mishandled - RAA decided that it was critical to offer recycling processing services to the communities we serve that can be trusted. We invested over \$9 million dollars in that infrastructure and the once-shuttered MRF, began operations as a ZERO Waste MRF in 2021. RAA reclaimed a valuable community asset, keeping resources local, and created 20 more union jobs.

**What is a zero waste MRF** – We like to tell people it is like unscrambling the egg;

- RAA offers a unique MRF, sorting small batches of local mixed recyclables to the highest quality; we offer the best material and sell it to the MOST local markets to keep the resources in the community and reduce transportation emissions.
- **The basics:** Separating 2D from 3D –
  - Materials processed at this facility: mixed paper, cardboard, boxboard, metal cans and beverage containers, and foil, plastic bottles, tubs, jars, and containers that are made from #1, #2, or #5 plastic, glass bottles and jars (any color), milk and other cartons. Plastics are a small part of the recycling stream.
  - MRFS get paid by the tone tipped. BUT unlike other MRFS, RAA does not accept materials that cannot be recycled to increase the payment of tonnage just to throw it all away later. – for example, plastics 3,4, 6 and 7 do not have end markets.
  - And when it comes to plastics – we accept PET #1, HDPE #2 and Polypropylene #5 and do everything we can to get that recycled back into a BOTTLE. Why? If the plastic is not recycled back into a bottle, it will never get recycled more than one time and that is NOT circular.
- **Social responsibility** – We created about 40 thriving wage union jobs; we hire from our regional area, so our employees spend their money in the community reinvesting in our local economy– we are a community MRF using local staff, providing steady employment, with full benefits package, paying a wage that is above the local living wage. Nationally, many private MRFS use workers who are part time and temporary to avoid having to pay benefits- changing their schedules with little or no notice. We provide at least two-week's notice to our staff if we need to change our schedule (except in emergencies), and we work with our people offering free bus passes and other ways we can make their work experience more balanced with their whole life experience.
- **Success** – Our benchmark to our success is how we give back to the community. Our shareholders IS our community and how we treat our employees and our partners



As a non-profit organization, Recycle Ann Arbor’s mission is to develop and operate innovative reuse, recycling, and zero waste programs that improve the environmental quality of our community.

- **Solutions** – We know recycling is not **the** solution, it is a bridge to the solution that will end waste and so at RAA we invest in reducing and reusing and clearly advocate that recycling alone cannot resolve our waste problem

### MRF Composition

Recycle Ann Arbor conducts regular audits of our residential single stream material.

The following chart reflects the results from our most recent audit in April 2024.

|                     | Composition |
|---------------------|-------------|
| Cardboard # 11      | 29.2%       |
| Mixed Paper         | 31.9%       |
| Steel Cans          | 2.2%        |
| Aluminum Cans       | 0.5%        |
| HDPE Natural        | 0.6%        |
| HDPE Mix Col        | 0.5%        |
| PET                 | 2.8%        |
| PP                  | 0.3%        |
| Aseptic Cartons     | 0.3%        |
| Mixed Glass (3-Mix) | 16.0%       |
| Residuals           | 15.7%       |

### Why the Cost Increase

Market conditions have changed since the Ypsilanti contract began in 2022, impacting both the value of material collected and our expenses to operate the facility. As we all experienced after the pandemic, there was a period of rapid inflation that sharply increased the costs for us to operate. While the inflation rate has cooled down and we do not expect prices to continue rising at the rate they did, costs are now substantially higher, including supplies like baling wire, insurance and most significantly, labor.

In addition, the market value of material collected was at historic highs when the contract began, averaging over \$95/ton in 2022. Unfortunately, that value took a big dip with the economy in 2023. It has recovered a bit in 2024 and is now leveling off at a more sustainable long-term value, currently \$76/ton.

We are proud that we were able to keep your current pricing steady with a modest 3% annual increase over the last 3 years during a period of volatility. However, along with a newly renegotiated union contract with wage increases that corrected for several years of cost-of-living increase, now the recycling markets are now more stable, so the pricing needs to be realigned to current market conditions. We have offered pricing in two formats to offer the city transparent options. One is a fixed cost that allows you a predictable budget. The other is a revenue share formula that fluctuates based on market conditions, ensuring the city gets the best price possible when markets are good, but also taking some risk if markets get worse. We believe that both proposals offer an extremely competitive rate for recycling in the marketplace, and we welcome any questions you may have.



From: Bonnie Wessler, Director of Public Works

Subject: WRRMA Pledge

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The City of Ypsilanti is a member of WRRMA, a regional collaborative of governments that work together with each other to improve waste management solutions. In 2023, WRRMA communities worked together to develop a joint RFP for trash, recycling, and yard waste pickup services. Several responses were received, but due to a number of factors related to the timing, the contract was not awarded. WRRMA is interested in reissuing the RFP, but is asking member communities to support an alteration to the membership agreement that would bind members to the contract. This is not an unusual arrangement for regional waste authorities, such as SOCCRA, but would be novel in Washtenaw County.

The City’s contract with Stevens Disposal ends in September of 2025. As a member community of WRRMA, we have the opportunity to sign on to the RFP and pledge to be bound by the results for trash service. As the City provides its own recycling and yard waste curbside pickup, the City is not expected to join the contract for those services but the option will be available should the City wish to explore this option in the future. The City currently brings its recyclables to Recycle Ann Arbor, a local union nonprofit, and composts its own yard waste in a limited yard off Catherine & Factory.

RECOMMENDED ACTION: Approval

ATTACHMENTS: WRRMA Pledge/Section 5

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CITY MANAGER APPROVAL: \_\_\_\_\_ COUNCIL AGENDA DATE: \_\_\_\_\_

CITY MANAGER COMMENTS: \_\_\_\_\_

FISCAL SERVICES DIRECTOR APPROVAL: \_\_\_\_\_



**RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:**

WHEREAS, the City is a member of WRRMA;

WHEREAS, WRRMA is interested in optimizing solid waste management for its member communities; and

WHEREAS, WRRMA and its member communities are exploring the possibility of issuing a joint RFP for solid waste collection;

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the proposed modification to Section 5 of the membership agreement with WRRMA

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:                      NO:                      ABSENT:                      VOTE:

**WASHTENAW REGIONAL RESOURCE**

**MANAGEMENT AUTHORITY**

**(WRRMA)**

**REQUEST FOR PROPOSALS**

**FOR**

**CURBSIDE CART COLLECTION SERVICES  
FOR RESIDENTIAL TRASH AND YARD WASTE**

**AND**

**CURBSIDE CART COLLECTION AND MANAGEMENT  
SERVICES FOR RESIDENTIAL RECYCLABLES**

**INITIAL CONTRACTING MEMBER COMMUNITIES**

**PITTSFIELD TOWNSHIP (approximately 7,947 units)**

**YPSILANTI TOWNSHIP (approximately 15,116 units)**

**CITY OF SALINE (approximately 3,051 units)**

**CITY OF YPSILANTI (approximately 5,337 units)**

Dated: December 1, 2023

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an RFP Response to ensure Response Compliance

## **A. OVERVIEW OF SERVICES SOUGHT UNDER THE RFP PROCESS**

The objective of this RFP process is to obtain one (1) or more qualified service providers to 1) collect residential trash and transport it to a landfill for lawful disposal; 2) collect residential yard waste and transport it to a compost facility for proper management; and 3) collect residential recyclables and manage the recyclables to a Materials Recovery Facility ("MRF") under, if applicable, a revenue sharing formula established and defined by Contract language.

Under the terms of any Contract, residential trash will be collected, transported to and disposed of at a disclosed disposal facility that complies with all applicable laws and can demonstrate adequate and continued capacity for the services required.

Under the terms of any Contract, residential yard waste will be collected and transported to a compost facility that complies with all applicable laws and can demonstrate adequate and continued capacity for the services requested.

Under the terms of any Contract, residential recyclables will be collected and managed at an acceptable MRF that complies with all applicable laws. WRRMA seeks a recyclables revenue sharing formula as part of any RFP Response.

The Contract will be between WRRMA and Contractor(s). The selected contractor(s) will be paid directly for the contracted services by WRRMA upon the submittal of an acceptable invoice. This RFP process does not involve the Contractor invoicing the Residential Units or the member municipalities directly for any services.

There are approximately 31,500 Residential Units in the WRRMA Communities that will receive Contract Waste services under this RFP process and Contract, including other services as outlined herein.

WRRMA is a duly authorized authority legally enabled under MCL 123.301 et. seq. The current contracting member communities are legal members of WRRMA and will maintain a contract directly with WRRMA for the time period of any Contract between WRRMA and a service provider.

The Commencement Date for the services will be staged as follows:

- City of Saline - June 30, 2024
- City of Ypsilanti - September 24, 2024
- Pittsfield Township - October 1, 2025
- Ypsilanti Township - October 1, 2025

WRRMA members that are not subject to this current contracting process include the following:

- Ann Arbor Township
- Scio Township
- City of Ann Arbor
- City of Dexter

Any RFP Response should incorporate the position that one or more of the Member Communities not currently subject to this RFP process may exercise the right to become part of any Contract awarded under this RFP process at the then controlling Contract conditions without any additional RFP process for their inclusion to the Contract. The only issue to be negotiated at such times is pricing reductions due to added service units. Any RFP Response should contain an affirmative statement acknowledging and accepting this condition. This will allow all of the WRRMA member Communities and the Contractor(s) to be aligned on contract terms, service providers, operating conditions and pricing going forward.

## B. INSTRUCTIONS TO RFP RESPONSES

1. **Submittal.** Any RFP Response shall be received by WRRMA until exactly 3:00 p.m. EST on the 5<sup>th</sup> day of February, 2024. Any RFP Response, in its entirety, must be enclosed in a sealed, non-transparent envelope or package marked on the outside as follows:

"WRRMA Trash, Yard Waste and  
Recyclables RFP Response"

No late RFP Responses will be accepted or considered by WRRMA.

All RFP Responses shall be submitted as follows:

- One (1) printed, signed RFP Response.
- Ten (10) copies of all submitted documents.
- One (1) USB flash drive containing an electronic version of the complete RFP Response.

All RFP Responses shall be delivered to the following address in accordance with the above stated time frames:

Washtenaw County Water  
Resources Commissioner's Office  
705 Zeeb Road  
Ann Arbor, Michigan 48103  
Attention: Ms. Angela Wright

2. **Bond.** Any RFP Response shall include a bond executed by a surety company that is authorized to conduct business in Michigan in the amount of five (5%) percent of total proposed value of the first (1<sup>st</sup>) full year of proposed services. The Bond is to secure the timely execution of a Contract if the Responder is awarded a Contract pursuant to this RFP process.
3. **Amendments.** WRRMA reserves the right to amend the RFP prior to the RFP due date.
4. **Posting.** The official source for the RFP and any amendments is the WRRMA website at WRRMA.org under "RFP". No other source should be relied on for the official and controlling RFP documents.

5. Any RFP Response must contain all information requested in the RFP. An RFP Response submittal checklist is provided in this RFP at Section G.
6. By submitting an RFP Response, it is presumed that the RFP Responder understands the RFP and the information requested in the RFP process.
7. Any costs, of any kind, incurred by any Responder relating to the RFP Response or process shall be borne solely by the Responder.
8. Any RFP Response may be withdrawn in writing up to the RFP Response due date as set forth herein.
9. Any RFP Response must be executed and dated by a person with full authority to bind the Responder to the RFP Response as submitted, including all representations made in the RFP Response.
10. Any RFP Response shall be deemed to be valid, including pricing, for one hundred eighty (180) days from the RFP Response due date. This allows WRRMA a full opportunity to review any RFP Response and to research the qualifications and experience of all RFP Responders.
11. WRRMA expressly reserves the right to reject any RFP Response submitted for any reason at the sole discretion of WRRMA. WRRMA reserves the right to negotiate separately with any Responder to the RFP after the opening of all RFP Responses on the established RFP Response due date.
12. Any RFP Response is subject to the applicable provisions of Michigan's Freedom of Information Act at MCL 15.231 et. seq. in terms of disclosure and timing of any disclosure.
13. Any questions concerning the RFP documents shall be submitted in writing by January 19, 2024 to Angela Wright at [wrighta@washtenaw.org](mailto:wrighta@washtenaw.org). A written Response will be issued by WRRMA to any question by January 24, 2024 and posted at the designated website.

- 14.** A mandatory pre-proposal meeting has been scheduled for January 4, 2024 at 10:00 a.m., at the location of Washtenaw County Learning Research Center, Huron Room, 4135 Washtenaw Avenue, Ann Arbor, Michigan, 48108. This meeting will further explain the RFP process and the contents of the RFP process. Based on that meeting, WRRMA may, at its option, issue a written addendum to this RFP and it will be posted as outlined herein.
- 15.** The document is a request for proposal. The lowest price proposed in an RFP Response will not guarantee a contract award.
- 16.** WRRMA reserves the right to award one (1) or more contracts if WRRMA believes that process best suits the needs of WRRMA and its member communities.
- 17.** WRRMA is strongly committed to waste diversion and increased recycling/re-use. WRRMA encourages proposers, in any RFP Response, to address these objectives by bringing forward emerging technologies and progressive waste solutions in any RFP Response. These factors will be strongly considered in the RFP Review Process.
- 18.** No interpretation or clarification of any portion of this RFP document will be issued orally except for questions raised at the mandatory pre-proposal meeting set forth at #14 above.
- 19.** Municipal entities are exempt from Michigan Sales Taxes and Federal Excise Taxes. Do not include these taxes in your pricing proposals.

**20.** Tentative timeline for RFP Process:

|                            |                                              |
|----------------------------|----------------------------------------------|
| Distribution of RFP        | December 1, 2023                             |
| Pre-Proposal Meeting       | January 4, 2024                              |
| Submittal of RPF Questions | January 19, 2024                             |
| Responses to RFP Questions | January 24, 2024                             |
| RFP Submittal Due Date     | February 5, 2024                             |
| Contractor(s) Interviews   | Week of February 12, 2024<br>to be scheduled |

|                                       |                   |
|---------------------------------------|-------------------|
| WRRMA Contractor(s) Selection         | February 26, 2024 |
| Member Community Agreements           | March 2024        |
| Contract Execution with Contractor(s) | April 2024        |
| Contract Transitions                  | June 2024         |
| Start of Contract Services            | July 1, 2024      |

- 21.** WRRMA expressly reserves the right to disqualify any RFP Responder who contacts any WRRMA Representative or any elected official, representative or agent of any WRRMA member community outside of the formalities of this RFP process about issues directly involving this RFP Process.

## **C. MODEL CONTRACT TERMS AND CONDITIONS**

The Model Contract Terms and Conditions, as set forth herein by category, shall be considered as final and binding contract terms in the preparation and submittal of any RFP Response. Any Responder shall assume the Model Contract Terms and Conditions presented herein are the terms and conditions that will be expected in any Contract awarded under the RFP process. Additional, but not conflicting, terms and conditions may be added to the final Contract by negotiations, discussions and clarifications.

The Model Contract Terms and Conditions should be read and considered closely to ensure that any RFP Response accounts for all factors set forth in the Model Terms and Conditions.

Any RFP Response shall, if necessary, provide a separate listing of what Model Contract Terms and Conditions cannot, based on controlling law or internal written policy, be accepted under any version of a written contract going forward. Please submit such issues in the format provided at Section F. The RFP Proposal, as a whole, will be analyzed by WRRMA with a strong focus on the acceptance, rejection or proposed modifications to the Model Contract Terms and Conditions. By raising an issue concerning any Model Contract Terms or Conditions, WRRMA does not agree that any changes will, during final contract discussions and negotiations, be accepted by WRRMA in any version of a written contract going forward.

**I. Model Contract Terms and Conditions - Recitals**

**WHEREAS**, Washtenaw Regional Resource Management Authority (“WRRMA”) is a duly authorized municipal authority under MCL 123.301 et. seq.; and

**WHEREAS**, WRRMA provides for contracted solid waste management services to the residents of all or part of its member communities pursuant to a binding Member Community Agreement; and

**WHEREAS**, on December 1, 2023, WRRMA issued a Request For Proposals (“RFP”); and

**WHEREAS**, \_\_\_\_\_ (“Contractor”) responded to the RFP with an RFP Response (“RFP Response”); and

**WHEREAS**, Contractor represents Contractor has provided its “best pricing” in Contractor's RFP Response; and

**WHEREAS**, Contractor represents that is has provided its “Best Available Services and Technology” to WRRMA under the RFP Response; and

**WHEREAS**, Contractor agrees that Contractor participated in the RFP process voluntarily, in good faith, and without any consultation or agreement with any other entity to restrict or otherwise control pricing or proposed terms before or during the RFP process; and

**WHEREAS**, Contractor hereby represents, pledges and warrants that it has the know-how, the resources and the current finances to execute, carry-out and perform all of the services set forth under this Contract in the manner required by this Contract and otherwise consistent with the Contractor’s RFP Response; and

**WHEREAS**, Contractor voluntarily participated in the RFP process and has no claims concerning the RFP process used by WRRMA and hereby waives any such claims or disputes relating to or arising from the RFP process.

## **II. Model Contract Terms and Conditions - Definitions**

Each term or phrase below shall have the meaning presented as set forth herein.

- A.** “Acceptable Invoice” means an invoice generated by the Contractor and submitted to WRRMA for the specified interval of services conducted under this Contract that is otherwise consistent with this Contract. If WRRMA does not object to an Invoice within ten (10) Business Days of its receipt, it shall be deemed an “Acceptable Invoice” as presented by the Contractor and shall be submitted for payment.
- B.** “Applicable Laws” means any statute, law, constitution, charter, ordinance, resolution, judgment, administrative order, decree, rule, regulation, directive, or standard, which is enacted, adopted, promulgated, issued or enforced by a governmental body, a regulatory agency, a local government, a State, the Federal Government or a division of the Federal Government, and/or any court of competent jurisdiction that relates to or affects WRRMA, the Contractor, or the performance by a Contractor or WRRMA of its obligations set forth and acknowledged under this Contract.
- C.** “Best Available Services and Technology” means the best available personnel, training, vehicles, technology, reporting, customer services and Contract incentives that are equal to or greater than what Contractor provides under another existing municipal related contract for similar services.
- D.** “Bulky Waste” means bulk items and includes, but is not limited to, couch, loveseat, recliner, kitchen table and chairs, bed frames, mattress and box springs (must be wrapped entirely), headboard, end tables, treadmills, bicycles, etc.
- E.** “White Goods Waste” means standard white good items, including but not limited to, air conditioners / dehumidifiers / dishwashers / dryers / freezers / hot water tanks / humidifiers / refrigerators / stoves and washers, etc.
- F.** “Business Day” means Monday through Friday and shall exclude Saturday, Sunday and any Holiday as defined herein.
- G.** “Calendar Day” means days running consecutively and consistent with a published calendar for the relevant year at issue. In calculating “Calendar Days”, there are no exceptions for weekends or any Holiday as defined

herein. When calculating “Calendar Days” the day of the starting event shall not be counted in the calculation.

- H. “Change in Law” shall mean any act, statute, rule, ordinance or legislative action promulgated after the Effective Date where compliance with such change materially increases the costs to the Contractor in performing the Contract Waste services.
- I. “Commencement Date” means the \_\_\_\_ day of \_\_\_\_\_, 2024, wherein the services by the Contractor shall commence under this Contract. The Commencement Date is separate from the Effective Date.
- J. “Contract” means the written agreement governing the performance of the services defined herein as executed by WRRMA and the Contractor.
- K. “Contract Recitals” means the Contract Recitals as stated herein which, by agreement of the parties, are part of the Contract and binding on WRRMA and the Contractor.
- L. “Contract Term” means the duration of this Contract between WRRMA and Contractor as defined in the Contract, including any authorized extension(s) of the Contract Term.
- M. “Contract Transition” means the time period, regardless of the length of time between the Effective Date and the Commencement Date, wherein Contractor shall meet, as requested, with WRRMA representatives to prepare for and discuss the services under this Contract to ensure that both Contractor and WRRMA are prepared to timely initiate the Contract Services as set forth herein.
- N. “Contract Waste” means all of the materials that Contractor agrees to collect and/or manage under this Contract. Contract Waste is Trash, including Bulky Waste and White Goods, Recyclables and Yard Waste as defined herein.
- O. “Contractor” means the party governed by the Contract herein that has agreed to perform the work set forth in this Contract, or any part of it, including the Contractor's successors or assigns, or any duly authorized agents or authorized legal representatives of the Contractor.
- P. “Curb/Curbside” means the vertical edging to the street pavement, or, where there is no street pavement edge, it shall mean the edge of the road

material and shall include the side of the road laterally and within five (5) feet of the driveway cut at issue.

- Q. “Disposal Facility(ies)” means the landfill, transfer facility, composting facility, MRF or other lawful facility that will be utilized for the disposal, management, or processing of Contract Waste under this Contract.
- R. “Effective Date” means the date this Contract is fully executed by the authorized representative of the WRRMA and the Contractor.
- S. “EGLE” or the “Department” means the Michigan Department of Environment, Great Lakes and Energy, or any successor thereof, including any agency or Department to which the powers of the Department shall be transferred or any other appropriate agency. Any name change does not impact this definition.
- T. “EOW” means every other week as opposed to weekly.
- U. “Excluded Waste” means any hazardous materials, waste or substances; toxic substances, waste or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes, each as defined by Applicable Laws. Excluded Waste, as defined herein, are not a part of Contract Waste under this Contract.
- V. “Government Approvals” means all licenses, permits, reviews or approvals required from any Local, State or Federal government, agency or division that relates to or governs the performance of the Contractor under this Contract and the services set forth herein.
- W. “Holiday” means New Year’s Day, Memorial Day, the 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day.
- X. “Household Hazardous Waste” means any waste generated by a Residential Unit which, except for the exclusion provided in 40 CFR 261.4(b)(1), would be classified as a Hazardous Waste under 40 CFR, Part 261. Hazardous materials mean all highly flammable materials or products that may react to cause a fire or explosion hazard; or that because of their toxicity, flammability, or liability for explosion render firefighting abnormally dangerous or difficult. This also includes flammable liquids or gases that are chemically unstable and that may spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials and chemicals shall include flammable solids,

corrosive liquids, radioactive materials, oxidizing materials, potentially explosive chemicals, highly toxic materials, and poisonous gases that have a degree of hazard rating in the health, flammability or reactivity of three or four as ranked by NFPA 704 or other code and/or all items that are regulated as “hazardous” under Public Act No. 451 of 1994 (MCL 324.101 et seq) or any other Applicable Laws.

- Y. “Liquidated Damages” means the following prohibited events under this Contract that are assigned the stated dollar amount as a Liquidated Damage to be paid by Contractor to WRRMA.

|                                                                                                                                                         |                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Failure to clean up spilled refuse or litter caused by Contractor or wash down a street as requested.                                                   | \$100.00 for each incident/each day of scheduled service. |
| Failure to repair damage to a residential or other property caused by Contractor or its personnel within three (3) business days.                       | \$250.00 per incident.                                    |
| Failure to promptly contain and clean up hydraulic oil, motor oil or fuel leaks from Contractor's vehicles or equipment within one (1) business day.    | \$2,000.00 per incident plus any direct cost to WRRMA.    |
| Failure to complete all collection routes by 7:00 pm on the scheduled day or otherwise comply with the hours of operation as required by this Contract. | \$250.00 for each Residential Unit per day.               |
| Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a verified complaint.                                      | \$100.00 for each Residential Unit per day.               |
| Co-mingling materials from non-WRRMA collection routes in vehicles assigned to the performance of services under this Contract.                         | \$500.00 for each Residential Unit per day.               |
| Co-mingling of recyclables with trash or yard waste with trash.                                                                                         | \$500.00 for each Residential Unit per day.               |
| Failure to maintain a vehicle in operable condition and acceptable appearance after inspection and notice by WRRMA.                                     | \$500.00 for each day.                                    |

|                                                                                                                                      |                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Failure to deliver collected waste, recyclables, or yard waste to designated and approved disposal, processing and management sites. | \$2,000.00 for serviced Residential Unit per day. |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|

- Z.** “Management Representative” means a representative of the Contractor that is knowledgeable about the terms and provisions of this Contract, the services covered by this Contract, and the pricing/invoicing under this Contract. The Management Representative shall otherwise be up to date and fully aware of any pending service-related issues or service complaints under this Contract. The Management Representative shall be designated by the Contractor and may be changed from time to time with thirty (30) days written notice by Contractor to WRRMA. WRRMA reserves the right to object to any designated Management Representative. If there is such an objection, Contractor shall designate a new Management Representative within thirty (30) Calendar Days of receiving the objection from WRRMA.
- AA.** “MRF” means a Materials Recovery Facility used to manage and/or process Recyclable Materials.
- BB.** “Performance Bond” means a corporate surety bond that guarantees a set amount of compensation to WRRMA in the event WRRMA must assume the obligations or duties of the Contractor under this Contract in order for the services under the Contract to continue.
- CC.** “Rebate” means an automatic payment discount from Contractor to WRRMA in the amount of one (1) percent of the total invoice amount if payment is made by WRRMA to Contractor within thirty (30) Calendar Days of WRRMA receiving an Acceptable Invoice, as defined herein or two (2%) percent if within fifteen (15) calendar days. Payment shall be deemed “made by WRRMA” on the date the payment check is mailed to the Contractor or payment is transmitted in another way from WRRMA to Contractor by prior agreement.
- DD.** “Recyclable Materials” or “Recyclables” means those materials which would otherwise become Trash and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products and that are otherwise acceptable materials at a MRF.
- EE.** “Recyclables Revenue Sharing” shall mean the revenue sharing process between the Contractor and WRRMA as calculated and determined by a written formula and as paid quarterly by Contractor to WRRMA with

WRRMA maintaining a right to audit the calculations and the payment amounts.

**FF.** "Residential Unit" means a residential or other structure that is authorized eligible for Contract Waste services under this Contract.

**GG.** "Residential Unit Count Change" shall mean a change in Residential Units serviced by the Contractor under this Contract. A Residential Unit Count Change shall only be initiated and made by WRRMA and shall be completed and issued by WRRMA to Contractor by January 15 of each year. That Residential Unit Count shall then be controlling for that Calendar Year.

**HH.** "State" means the State of Michigan.

**II.** "Trash" or "Refuse" means solid waste as set forth in Act 451 of 1994 at MCL 324.11506 (1) which are acceptable for disposal in a Type II sanitary landfill and shall not include any Excluded Waste, as defined herein, or any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including but not limited to, municipal solid waste incinerator ash) or Household Hazardous Waste. Generally, Trash/Refuse includes all animal and vegetable food waste and all other waste which normally generates from a household. Trash/Refuse may include materials consisting of sod, dirt, rocks and other debris not to exceed 50 pounds of any one such material. Trash or refuse shall not include construction/repair/remodeling debris, including drywall, lumber, wood, cement, bricks, concrete, asphalt, landscape timbers etc. except for the minimal amounts of those materials specified above. The term Trash or Refuse shall not include leaves or grass clippings as defined by Applicable Laws but will include up to one (1) bundle per week of brush, composed of branches greater than two (2)" in diameter but less than six (6)", and not exceeding forty-eight (48)" long or thirty-six (36)" in diameter. Brush does not include root balls or stumps.

**JJ.** "WRRMA" shall mean the Washtenaw Regional Resource Management Authority.

**KK.** "Yard Waste (one)" means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs down to two (2) inches in diameter, sod without dirt, and any other yard waste materials defined as such by any Applicable Law. The term Yard Waste excludes agricultural waste, animal waste, roots, sewage sludge, stumps and treated wood of

any kind. The acceptable Yard Waste may vary depending on the rules of the Designated Compost Yard.

“Yard Waste (two)” means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs down to two (2) inches in diameter, sod without dirt, and any other yard waste materials defined as such by any Applicable Law. The term Yard Waste excludes agricultural waste, animal waste, roots, sewage sludge, stumps and treated wood of any kind. Yard Waste (two) shall also include Source Separated organics by way of residentially generated food scraps but not manufactured compostable products such as plates, utensils, cups, containers, etc. that are otherwise labeled by the manufacturer as “compostable”. The acceptable Yard Waste may vary depending on the rules of the Designated Compost Yard.

### **III. Model Contract General Terms and Conditions - General Provisions**

#### **A. Contract Term.** The term of this Contract shall be as follows:

1. Initial Contract Term. The initial Contract Term of this Contract shall be five (5) years commencing on July 1, 2024 and ending on June 30, 2029.
2. Extension of the Initial Contract Term. The Initial Contract Term may be extended for one (1) additional five (5)-year Contract Term if requested by WRRMA in writing nine (9) months prior to the expiration date of the initial Contract Term and agreed to by Contractor in writing and said writing is executed by WRRMA and Contractor. Nothing in this provision prevents, restricts or prohibits further extensions of this Contract subject only to a mutually executed written document.
3. Contract Reopener. In order to discuss and resolve, by way of written Contract amendment(s) if necessary, issues relating to Contractor performance and service issues under this Contract, WRRMA shall have the right, but not the obligation, to reopen the Contract two (2) times during any five (5)-year Contract Term, including any Contract extensions. The reopener process shall start with WRRMA providing a written notice to the Contractor requesting the reopener and stating the basis of the reopener with respect to an ongoing service issue(s). The Contractor and WRRMA agree to schedule and conduct a meeting within thirty (30) days of any reopener request made by WRRMA. Nothing in this provision prevents or restricts WRRMA from raising disputes or service issues without using the Contract Reopener process. This provision does not impact or restrict other procedures in this Contract including the Termination process and the Dispute Resolution process as set forth herein.

#### **B. Termination of Contract by WRRMA.**

1. Termination. WRRMA may initiate a termination process of this Contract prior to the then current expiration date upon thirty (30) Calendar Days written notice to the Contractor if one or more of the following termination issues has, in the opinion of WRRMA, occurred:
  - a. The Contractor has failed or refuses to fulfill its service obligations in a timely and proper manner in accordance with this Contract.

- b. The Contractor has failed or refuses to perform any material covenants, agreements, terms or obligations set forth in this Contract.
  - c. The Contractor has ceased conducting business in a normal course by reason of insolvency or bankruptcy, whether voluntary or involuntary.
  - d. The Contractor has assigned, delegated or subcontracted services under this Contract without the prior written consent of the WRRMA in accordance with this Contract.
2. Process for Termination. WRRMA shall provide written notice to the Contractor specifying the termination issue or issues. The Contractor shall have ten (10) Calendar Days to cure the alleged termination issue. If the Contractor promptly undertakes reasonable actions to cure the issue and diligently pursues same to the satisfaction of WRRMA, there shall be no termination.

After the event of a termination issue which is not cured by Contractor as provided above, WRRMA thereafter may terminate this Contract by written notice of termination by WRRMA sent by certified mail, return receipt requested, to the Contractor as provided herein. Upon such termination, WRRMA may, in its sole discretion, require the Contractor to continue performance of this Contract for a period up to an additional ninety (90) Calendar Days after the Notice to Terminate in order to facilitate WRRMA's selection and use of a replacement contractor. The Contractor agrees to and acknowledges this right of WRRMA to request and receive continued services as set forth herein. If WRRMA utilizes the Contractor for these additional services, it shall pay the Contractor at the rates then provided for in this Contract.

After the event of a termination issue which is not cured by Contractor as provided above, the Contractor shall be liable to WRRMA for any damages WRRMA sustains by virtue of the Contractor's breach, and any reasonable costs WRRMA incurs enforcing or attempting to enforce this Contract, including reasonable attorney and expert fees.

- C. Termination of Contract by Contractor. The Contractor may terminate this Contract by providing 180 Calendar Days written notice to WRRMA of Contractor's intent to terminate. Contractor agrees to fully perform all of

the services required under this Contract from the date of its notice to terminate to the expiration of 180 Calendar Days. Upon any such notice to terminate, Contractor agrees to provide WRRMA with all pertinent records, studies, evaluations or other documents prepared by Contractor since the Effective Date and relating, in any way, to this Contract, the Contract Waste and the services provided under this Contract. Contractor and WRRMA agree that all terms and provisions of this Contract shall be in full force and effect during the 180 Calendar Day termination period. WRRMA and Contractor may, by a written and executed document, shorten or lengthen the 180 Calendar Day termination period.

- D. Most Favored Nations.** WRRMA and the Contractor agree and acknowledge that this Contract is a “best pricing” Contract. Best pricing, in this Contract, means WRRMA shall, throughout any Contract Term of the Contract, be entitled to any lower pricing that Contractor provides to another like kind municipality (directly or as part of an organized authority) that is set forth in a contract, or a contract extension, for any term of three (3) years or more. This applies only to another contract that is for "like kind services" which shall mean services for trash, yard waste, and recyclables by way of collection to a customer of 5,000 residential customers or more.
- E. Representations of the Contractor.** Contractor represents, pledges and warrants the following as of the Effective Date and these Representations of the Contractor shall survive until any Termination of this Contract or any conclusion/expiration of this Contract.
1. The Contractor represents and warrants it shall comply with all federal, state, county and local laws, rules and regulations (including OSHA, CERCLA, RCRA and SARA) and all other applicable water, land and air pollution laws with respect to Contract Waste and the performance of its obligations under this Contract.
  2. The Contractor represents and warrants it shall have and maintain all applicable governmental licenses and permits necessary to conduct the services required under this Contract.
  3. The Contractor represents and warrants this Contract constitutes a valid, binding and enforceable obligation of Contractor deemed to be mutually drafted and with adequate consideration accepted in the formation and acceptance of the Contract.
  4. The Contractor represents and warrants that it is, and shall remain throughout any Contract Term, or extension, financially able and

capable of carrying out all of the requirements and obligations under this Contract.

5. The Contractor represents and warrants that, by the authorization of its Board of Directors or its other legal equivalent, the Contractor has adopted a valid resolution authorizing entry into this Contract with WRRMA under the terms set forth herein.
6. The Contractor represents and warrants that it has provided the executing entity identified below with the actual legal authority to sign this Contract on behalf of Contractor and to fully and completely bind the Contractor.

**F. Compliance with Applicable Laws.** Contractor, during any Contract Term, or extension, shall comply with all Applicable Laws. Additionally, Contractor shall, during the term or extension of this Contract, comply with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Toxic Substances Act of 1976, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act of 1966, as amended, the National Environmental Policy Acts of 1975, the Natural Resources and Environmental Protection Acts, and all rules, regulations and guidance documents promulgated or published thereunder, and any federal, state, regional, county or local statutes, laws, rules, regulations or ordinances relating to public health, safety or the environment.

**G. Insurance Requirements for the Contractor.** The Contractor shall not commence any services under this Contract until evidence of the required insurance coverages have been secured by the Contractor and provided to WRRMA. All insurance coverages shall be placed with insurance companies licensed and authorized to do business in the State of Michigan and with insurance carriers acceptable to WRRMA. During any Contract Term, or extension, at the Contractor's sole cost and expense, the Contractor shall maintain the following insurances coverages and shall comply fully with the provisions set forth below. Nothing in this provision

prohibits or restricts the Contractor from obtaining additional forms of insurance or higher coverage amounts than those set forth herein.

Amount Not Less Than:

- |                                                                                                                                                                                                                                                                                                                                                                |                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1. Worker's Compensation                                                                                                                                                                                                                                                                                                                                       | Michigan Statutory minimum                                                                                  |
| 2. Employer's Liability                                                                                                                                                                                                                                                                                                                                        | \$500,000.00 minimum each disease<br>\$500,000.00 minimum each person<br>\$500,000.00 minimum each accident |
| 3. Commercial General Liability Insurance (Broad Form Comprehensive, Contractual Liability, Independent Contracts Coverage)                                                                                                                                                                                                                                    | \$1,000,000.00 each occurrence<br>\$2,000,000.00 aggregate                                                  |
| 4. Products and Completed aggregate Operations Liability                                                                                                                                                                                                                                                                                                       | \$2,000,000.00                                                                                              |
| 5. Automobile Liability Insurance limit for (covering all owned, hired and bodily injury and property damage non-owned vehicles with personal protection insurance, including residual liability insurance under Michigan no fault insurance law)                                                                                                              | \$1,000,000.00 combined single                                                                              |
| 6. Excess Umbrella Liability                                                                                                                                                                                                                                                                                                                                   | \$5,000,000.00 each occurrence                                                                              |
| 7. Pollution Liability Insurance: The Contractor shall obtain coverage for the duration of this Contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or |                                                                                                             |

destroyed. Such insurance must provide coverage for both on-site and off-site investigations, cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement.

8. Additional Insured: The commercial general liability insurance policy, pollution liability insurance policy, and motor vehicle liability insurance policy shall include an endorsement naming WRRMA as an additional insured. This shall include all elected and appointed officials, all employees and volunteers, all boards, commissions, all member communities of WRRMA and/or authorities and their board members, including employees and volunteers of the WRRMA. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by WRRMA and shall provide blanket contractual liability insurance for all written contracts. Should any work be contracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.
9. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to WRRMA. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify WRRMA in writing."

If any of the above coverages expire during the term of the Contract, the Contractor shall deliver renewal certificates and/or policies to WRRMA at least ten (10) days prior to the expiration date. The Contractor shall provide to WRRMA, upon written request, a certified copy of any insurance policy required under this Contract.

10. Proof of Insurance Coverage: At the time of the Effective Date, the Contractor shall provide WRRMA with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice is acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if requested, by WRRMA.
- H. Independent Contractor Status. No provision of this Contract shall be construed as creating or implying an employer-employee relationship between any Contractor and WRRMA. It is agreed that Contractor is an "independent contractor" as that phrase is defined and interpreted, as of the Effective Date and during any Contract Term, by controlling State law or by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits of any kind not otherwise specified in this Contract
- I. Licenses. Contractor shall obtain, at or before the Effective Date, at its own expense, any and all licenses and/or permits required by any Federal, State or Local governments or agencies necessary to operate the equipment and perform the work and services required by this Contract. Any and all employees and authorized subcontractors of the Contractor shall be properly trained and shall have all licenses and endorsements required by Federal, State and Local laws in order to operate the equipment and vehicles utilized in the performance of the services under this Contract. WRRMA has the right to inspect any and all licenses and all Contractor training documents during any Contract Term.
- J. Employees. Contractor shall take reasonable and customary precautions in the selection of its employees and authorized subcontractors assigned to do work under this Contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor's employees shall wear Contractor required uniforms and Contractor issued identification. Adequate supervision and adequate training shall be furnished by the Contractor over employees and authorized subcontractors at all times. Contractor agrees to reassign any employee or subcontractor who is violating this provision or any other provision of this Contract. No person under the age of sixteen (16) years shall be employed or engaged to perform services under this Contract. No person whose age or physical condition is such to make such person's employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform services under this Contract, provided that this shall not operate against the employment of physically challenged persons otherwise employable where such persons may be safely assigned to work which they are able to perform.

1. Nondiscrimination Against Persons with Disabilities. Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of disabilities as defined in the Persons with Disabilities Civil Rights Act, that is related to such person's ability to perform the duties of a particular job or position.
2. Elliott-Larsen Civil Rights Act. Contractor agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to such persons hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to that employment because of such person's race, color, religion, national origin, ancestry, age, height, weight, gender (sex) and marital status.
3. Non-Employment. Nothing in this Contract shall create, or be interpreted to create, any employer/employee relationship of any kind between WRRMA and the Contractor's employees or Contractor's authorized subcontractors. Contractor agrees to defend, indemnify and hold WRRMA harmless from and against any claims or allegations, labor related or otherwise, that arise from this provision governing employees and subcontractor.
4. Contractor Payment of Taxes. The Contractor shall be solely responsible for the following taxes and tax related payments and obligations.
  - a. Payment of wages to its employees in compliance with all Local, Federal and State laws.
  - b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Contractor under Local, State and Federal law.
  - c. Payment of all applicable Local, State and Federal taxes, charges or permit fees, whether in force as of the Effective Date or subsequently enacted during any Term.
  - d. Payment of any and all taxes, charges, surcharges or other fees and costs related to the equipment and property of the Contractor.

- e. The Contractor shall indemnify and hold WRRMA harmless from all claims arising from the foregoing payment obligations of the Contractor.
  - f. Contractor acknowledges and agrees WRRMA is a governmental unit and as such is exempt from payment of all State and Federal taxes. WRRMA agrees to provide Contractor a copy of WRRMA's tax exempt status document upon request.
5. Employee Qualification, Payment and Accident Prevention. All persons employed by the Contractor shall be competent, skilled, properly trained and qualified in the performance of the services to which they are assigned to perform under this Contract.
6. Civil Infractions. Contractor will be solely responsible, financially and otherwise, for any traffic tickets or other municipal infractions incurred by Contractor's drivers or Contractor's employees and subcontractors.

**K. Performance Guarantees.**

- 1. Performance Bond. The Contractor shall furnish, at its own expense, prior to the Effective Date, a Performance Bond in the amount of \$1,000,000.00 with trigger language approved by WRRMA.
- 2. Form of Bonds. Any Performance Bond shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan.
- 3. Disclosure. The Contractor agrees to provide a valid and binding copy of the then current and binding Performance Bond to WRRMA annually or within three (3) Business Days of any request made by the WRRMA.

**L. Indemnity and Title to Contract Waste.**

- 1. Responsibility for Contract Waste. Contractor shall be fully and completely responsible for all Contract Waste managed by the Contractor under this Contract. Title to the Contract Waste under this Contract shall pass to the Contractor when the Contract Waste is placed in Contractor's collection vehicle at any collection location.

2. Claim Waiver. The Contractor, for itself, its successors and assigns, releases, waives, discharges and covenants not to sue WRRMA, its member communities, officers, employees, agents and elected officials from and against any and all actions or causes of action, claims, suits, demands, liabilities, loss, damage or expense of any kind and nature, including attorney's fees and including claims for injury or death (collectively, "Losses"), on account of injury to the person or equipment of the Contractor resulting directly or indirectly from the performance by contractor of any service(s) under this Contract, however caused.
3. Indemnity. To the fullest extent allowed by the then applicable law, Contractor expressly agrees to indemnify, defend and hold WRRMA, its member communities, its officers, employees, agents and elected officials harmless against all Losses, (as defined above), arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from Contractor's performance of this Contract or Contractor's collection, transportation or disposal of Contract Waste, based upon any negligent act or omission of Contractor or any employee, subcontractor or other person acting on Contractor's behalf in connection with or incident to this Contract.
4. Survival of Indemnity. Contractor's obligation to indemnify, hold harmless and defend WRRMA as set forth herein shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities otherwise provided by any law.

M. Assignment. This Contract shall not be assigned, delegated or subcontracted by the Contractor to any other person or entity without the prior written consent of WRRMA. For purposes of this Contract, a transfer of more than ten (10%) percent of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty (50%) percent of the assets of Contractor to any person shall be considered to be an assignment governed by this provision. Notwithstanding anything to the contrary in this Contract, WRRMA's written consent will not be required if the Contractor assigns this Contract to an Affiliate of Contractor. "Affiliate" shall mean, with respect to this Contract, any other entity that directly, or indirectly through one or more intermediaries' controls, is controlled by, or is under common legal control with the Contractor

- N. Modification.** This Contract, or any terms hereof, may not be changed, waived, discharged, amended or terminated, absent an agreement in writing executed by WRRMA and the Contractor.
- O. Uncontrollable Event.** Any failure or delay in performance under this Contract by either party due to an “Uncontrollable Event” shall not constitute a breach or default of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such Uncontrollable Event and for a reasonable time thereafter.

An Uncontrollable Event shall mean any act, event or condition occurring during any Term of this Contract that has had, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both WRRMA or the Contractor under this Contract if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract.

Uncontrollable Circumstances shall include, but not limited to, the following:

1. A natural act, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area;
2. The suspension, termination, interruption, denial or failure of renewal or continuation of any permit, license, consent, authorization, or approval required for the provision of services under this Contract, provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;
3. The loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for operation of the facilities required under this Contract if such loss or inability is not the result of the willful or negligent action or inaction of the Contractor; and
4. A public or private labor dispute relating to the collection of Contract Waste which involves persons other than those working for (or on behalf of) the Contractor or any affiliate or subcontractor hired by the Contractor, which prevents the management of Contract Waste under this Contract; and

5. A national, state or local health event wherein there is a written, authorized and published government declaration that prevents the services under this Contract from being lawfully conducted.

**P. Records and Access to Records.** The Contractor shall maintain full and complete operation and service records related to all services conducted by Contractor under this Contract. The service records shall include, at a minimum, the following:

1. The Residential Units to whom any service was provided.
2. A log of complaints and resolutions for any services provided under this Contract.
3. A log of missed collections and responses.
4. A description of any vehicle accidents or infractions.
5. A listing of all accounts having a change of service during the month.
6. Weights and/or volumes of garbage, recyclable materials and yard waste collected by commodity and where these items were transported to for lawful disposal or lawful management under this Contract. The method of calculation shall be provided by Contractor to WRRMA upon request by WARRMA.
7. WRRMA has the right to share all Contract generated data and records with WRRMA auditors and the WRRMA's member communities.

**Q. Information Deemed Important.** Contractor acknowledges and accepts that the volume of all Contract Waste, throughout any Contract Term, is important data to WRRMA. Those volumes shall be maintained by the Contractor and shall be available at all times to the WRRMA to prepare trend reports and analyses. WRRMA shall have the right to share this data with WRRMA's authorized Legal counsel, auditors, and member communities.

**R. Meeting Attendance.** Upon written request made by WRRMA to Contractor, Contractor's Management Representative shall attend any requested meeting of the WRRMA Board.

- S. Governing Law. This Contract shall be governed by the laws of the State of Michigan. This Contract shall be deemed to be mutually drafted by WRRMA and the Contractor for all legal purposes.
- T. Cumulative Remedies. No right, power or remedy conferred upon or reserved to WRRMA under this Contract is intended to be exclusive of any other right, power or remedy. Each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or now or hereafter existing at law or in equity or by statute.
- U. Dispute Resolution. Notwithstanding anything contained in this Contract to the contrary, and notwithstanding any other dispute or default remedy process or procedure provided for in this Contract, if there is a dispute concerning the right of either party to terminate this Contract or a dispute concerning any aspect of this Contract, WRRMA and the Contractor shall continue to perform their respective obligations as if this Contract were in full and complete effect and both parties' rights shall continue in effect until such dispute is resolved and any appeals permitted in this Contract are fully exhausted. Any dispute or controversy between the parties with respect to the interpretation or application of any provision of this Contract or the performance by Contractor or WRRMA of their respective obligations hereunder, or otherwise arising out of the Contract (collectively, "Dispute") shall be resolved as provided herein.
1. Performance During Disputes: WRRMA and Contractor shall continue to perform all of their obligations under the Contract during the full pendency of any Dispute.
  2. Informal Dispute Resolution: WRRMA and Contractor shall first attempt to resolve any Dispute, informally, by negotiating in good faith in an effort to resolve the Dispute. Proposals and information exchanged during the informal proceedings described in this Section between the parties shall be privileged, confidential and without prejudice to a party's legal position in any formal proceedings going forward. All such proposals and information, as well as any conduct during such proceedings, shall be considered settlement discussions and proposals, and shall be inadmissible in any subsequent proceedings.
  3. Arbitration: Any Dispute not resolved within thirty (30) Calendar Days of the submission of the Dispute shall be settled by binding and statutory arbitration in the Washtenaw County, Michigan area before the American Arbitration Association and in accordance with its then existing Commercial

Arbitration Rules (the "Rules"). Each party shall pay its own attorneys' fees and one-half of the other arbitration costs (arbitrator, court reporter, copies, etc.). An arbitration decision or ruling shall be binding and final.

4. Injunctive Relief and Venue: Notwithstanding anything in this provision, either party may request a court of competent jurisdiction to grant injunctive relief to such party until an arbitrator can decide the matter in question. Any action between the parties arising from this Contract shall be maintained in the appropriate Michigan Courts, subject to the statutory requirements for venue and jurisdiction.

5. No Consequential or Punitive Damages: In no event shall either party be liable to the other or obligated in any manner to pay to the other, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

V. No Third-Party Beneficiary. No entity or person involved with, working with or associated with the Contractor under this Contract, during the RFP process and during any Contract Term, shall be deemed to be an express, implied or direct beneficiary of this Contract or any portion, term, section or provision of this Contract. Contractor agrees to defend, indemnify and hold WRRMA harmless from and against any such claim, suit, demand or obligation.

W. Change In Law. Contractor and WRRMA shall provide notice to the other upon receiving a notice concerning a Change In Law as defined herein. If there is, in fact, a defined Change In Law, WRRMA and Contractor agree to meet and discuss any Contract changes, if any, that are required to address the Change In Law. Any dispute about the implication or the impact of a Change In Law shall be managed and resolved consistent with the Dispute Resolution process set forth herein.

X. Compliance Waiver. Any failure of Contractor or WRRMA to insist upon strict compliance with any of the terms, covenants, or conditions of this Contract shall not be deemed a waiver of any term, covenant, or condition. No delay or omission on the part of the Contractor or WRRMA in exercising any right shall operate as a waiver of such right or any other right. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or

power at any other time. The Contractor or WRRMA shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed both parties.

- Y. Notices. Any notice required in this Contract shall be made to the other party as follows:

To: WRRMA

Attention: \_\_\_\_\_

To: Contractor

Attention: \_\_\_\_\_

#### **IV. Model Contract Terms and Conditions - Operations**

- A. Service Hours. Contractor shall provide Contract Waste services under this Contract only from 6:00 a.m. to 7:00 p.m. No services under this Contract shall be conducted by the Contractor before and after the hours set forth herein unless such services are authorized, in advance, by WRRMA.
- B. Collection Route Management. The Contractor shall be responsible for the management and supervision of all collection Routes for the Contract Waste and other services governed by this Contract.
1. The Contractor shall initiate and complete all Routes on the scheduled collection day and within the service hours set forth herein. The Contractor shall collect, transport, and manage all Contract Waste from each Residential Unit regardless of the volume of such Contract Waste.
  2. The Contractor shall not use collection vehicles that are, by age or otherwise, unnecessarily noisy and violate any local noise control ordinances.
  3. The Contractor shall collect, retrieve, and capture any blown or loose Contract Waste and add it to the applicable Collection for transport and management under this Contract at no additional cost. Contractor shall, at Contractor's sole expense, maintain equipment to collect, retrieve and capture spilled or loose Contract Waste on any scheduled route.
  4. Contractor shall, at the request of WRRMA, wash down any road or portion of any road determined by WRRMA to be impacted by Contract Waste odor at no extra cost under this Contract.
  5. The Contractor shall ensure that any cart used by any Residential Unit is completely emptied on the scheduled collection day. The Contractor shall be responsible for any damage to any cart caused by the Contractor in conducting any services under this Contract. Any damage to any such cart shall result in the Contractor, at Contractor's sole expense, replacing or repairing the Cart within forty-eight (48) hours.

6. Contractor shall be solely and fully responsible for any damage to any Residential Unit or other property caused by the Contractor and shall hold harmless and indemnify, in full, the WRRMA from and against any such claims, suits, or demands.
  7. Contractor shall ensure, with internal directives, policies and/or training, that all of Contractor's employees conducting services under this Contract avoid loud and/or profane language while performing services under this Contract.
  8. The collection days shall be established by WRRMA prior to the Commencement Date. Any changes to the collection days shall be approved by WRRMA in writing. Contractor may request a change in the collection days by providing sixty (60) days' notice of a requested change. Under all circumstances, all Contract Waste on any route shall be collected, transported and managed on the same scheduled day.
  9. Contractor shall immediately notify WRRMA if any road condition makes it impossible to reach, access and provide services under this Contract to any Residential Unit.
  10. WRRMA shall notify Contractor if WRRMA is made aware of any Road closure or other infrastructure work that prohibits Contractor conducting the services required by this Contract. The Contractor shall, upon such notice, provide a safe and efficient alternative to complete the services at no extra cost to WRRMA.
  11. Contractor may, if necessary, contact WRRMA for an extension of Route completion if local weather conditions make it unsafe and not practical to complete the then scheduled services under this Contract. Such approvals shall not be unreasonably withheld by WRRMA.
- C. Emergency Contact For Contractor. Contractor shall provide WRRMA with the name, office telephone number, cellular telephone number, and E-mail for an Emergency Contact that WRRMA may contact for any emergency involving any aspect of the Services under this Contract. This Emergency Contact information shall, at all times, be current and accurate. It shall be the responsibility of the Contractor to ensure this information is current and accurate at all times.

#### D. Complaint Procedures.

1. Contractor shall use a defined and fully disclosed reporting system to report to WRRMA all situations that prevent, delay or disrupt any required services under this Contract. WRRMA shall provide to the Contractor the office/person designated to receive such complaints prior to the Commencement Date.
2. For service Complaints received by WRRMA, WRRMA will first consult and review the Complaint directly with the Contractor and determine if adequate information is available to resolve the Complaint. Unless directed otherwise, WRRMA shall transmit all Complaints to the Contractors "Emergency Contact" as defined and disclosed herein.
3. For service Complaints received by Contractor before 5:00 pm on a Business Day, Contractor will return to the impacted location and collect the Contract Waste at issue. For service Complaints that are received after 5:00 pm on a Business Day, Contractor shall have until the end of the following business day to collect the Contract Waste at issue.
4. In the event Contractor believes any Complaint to be without merit (e.g., late set outs or improper preparation), Contractor shall notify WRRMA. WRRMA, if appropriate, will investigate all Contractor disputed Complaints and all provided evidence as submitted by the Contractor to support the Contractor's position, and render a determination. Contractor Disputed Complaints shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for determining performance penalties (Liquidated Damages) until they have been determined to be valid by WRRMA under the process and review steps set forth herein.

## **V. Model Contract Terms and Conditions – Service Descriptions**

- A. General Description of Contract Waste Services. Contractor shall provide services for all Contract Waste from each Residential Unit as defined herein. This includes the collection and the management of Refuse/Trash, including Bulky Waste and White Goods Waste. This includes Recyclables collection and processing. This includes Yard Waste collection and management to a lawful composting location. This includes all “other services” as defined herein and as required by any municipality. In any Contract, Contractor will be required to designate a lawful landfill, a lawful MRF and an acceptable composting location. WRRMA reserves the right to designate the MRF and the composting location.
- B. Residential Units. Contractor shall provide services to each Residential Unit. As of the Commencement Date, the Residential Units will be provided to the Contractor by WRRMA. After the first full year of the Contract Term, the listing of the serviced Residential Units will be provided by WRRMA to Contractor annually by January 15 to govern the services under this Contract for that next Calendar Year. WRRMA has the exclusive and sole right to modify the Residential Unit count for purposes of services under this Contract. Notwithstanding this annual setting of the Residential Units on each January 15, at any time during any Calendar Year under this Contract, WRRMA shall notify Contractor of any new Residential Unit and Contractor shall, within 24 hours, establish services under this Contract to that Residential Unit.
- C. Change In Services. The following shall apply to any change in Contract services under this Contract.
1. Only WRRMA can initiate and change the scope of the Contract Waste services.
  2. Changes to the Contract services may include adding or deleting services or increasing or decreasing the frequency of the Contract Waste services provided under this Contract.
  3. The Contractor shall not modify, in any way, any pricing due to any change in Contract Waste service made by WRRMA unless approved in writing by WRRMA and the Contractor prior to any such pricing change.

## **VI. Model Contract Terms and Conditions - Pricing and Billing**

- A. Contract Waste services and all “other services” under this Contract, as conducted by the Contractor, shall be governed and bound by the pricing and rate schedule set forth herein. No other rates, fees, charges, surcharges or costs shall apply to any services under this Contract unless set forth in the Contract.
- B. The Contractor shall submit to WRRMA and Acceptable Invoice no later than the tenth Calendar Day of the calendar month immediately following the prior month of services. Any invoice not received by WRRMA from Contractor consistent with the timing set forth herein shall be paid by WRRMA to Contractor in WRRMA’s next scheduled payment cycle. Any invoice submitted by Contractor to WRRMA that is not an Acceptable Invoice and not resolved by the tenth Calendar Day, shall also be paid by WRRMA to Contractor in WRRMA’s next scheduled payment cycle.
- C. WRRMA may, at its option, notify Contractor that WRRMA shall receive the Contractor’s invoices by electronic mail. WRRMA shall designate the applicable e-mail addresses for this provision.
- D. A Contractors Invoice shall accurately set forth the Contract Waste services provided under the Contract to Residential Units and any other services as set forth herein.
- E. Any Recyclables Revenue Sharing required to be paid by Contractor to WRRMA shall be paid quarterly during each calendar year under this Contract and shall show all of the data necessary to calculate the amount consistent with the approved Recyclables Revenue Sharing Formula.
- F. Rebate. As defined at Definition CC, WRRMA shall be entitled to a discount of one (1%) percent of the total invoice amount if payment is made to Contractor by WRRMA within thirty (30) calendar days of WRRMA receiving an acceptable invoice as defined at Definition A and two (2%) percent if payment is made within fifteen (15) days. “Paid by WRRMA” shall mean the date payment is mailed or transmitted from WRRMA to Contractor. WRRMA shall keep payment records accordingly.

## **VII. Model Contract Terms and Conditions - Contract Services**

Note: The City of Ypsilanti will not require Yard Waste or Recyclable Services

- A. Trash/Refuse.** Contractor shall collect, manage and transport Trash/Refuse to a lawful defined and disclosed Disposal Facility. This service shall be year-round, weekly and Curbside for all Residential Units. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.
1. Bulky Waste and White Goods Waste. As part of the Trash/Refuse, Contractor shall collect, transport and manage Bulky Waste and White Goods Waste. Each Residential Unit may set out Curbside up to two (2) Bulky Waste and two (2) White Goods Waste items per week on the same day scheduled for Trash/Refuse collection. If any item of Bulky Waste or White Goods Waste is determined by Contractor to require more than one (1) Contractor employee to load for collection, that item shall be rescheduled and collected within 48 hours of the scheduled collection day. Any Residential Unit may schedule an additional Bulky Waste or White Goods Waste pick-up separate from the Trash / Refuse collection day at a separate cost as set forth herein. Any Residential Unit shall have the right to purchase a sticker that allows that Residential Unit to dispose of an identified refrigerant containing item for collection on the established collection day or another date set by the Contractor.
  2. Improperly Set Out Trash/Refuse Or Bulky Waste and White Goods Waste. Contractor shall affix to any non-conforming set out a sticker or tag approved by WRRMA stating the reason for the non-collection. Contractor shall notify WRRMA if any scheduled collection is not made. Should WRRMA determine the Trash/Refuse/Bulky Waste/White Goods Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect and properly manage the Trash/Refuse/Bulky Waste/White Goods Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of the collection to document properly and improperly set out materials under this provision.

**B. Recyclables.** Contractor shall provide year-round weekly or, if specifically designated, EOW Curbside single stream Recyclables collection for management and processing to the identified Residential Units that receive this service. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.

1. Suitable Recyclables Container. Recyclables shall be placed Curbside in a designated cart.
2. Recyclable Revenue Sharing. If applicable, Contractor shall participate in a Recyclables Revenue Sharing program as defined at Definition EE. Any Recyclables Revenue Sharing shall be subject to and capable of being audited for accuracy and accountability upon request by WRRMA. Contractor shall establish the Audit process and shall be solely responsible for all costs of the Audit Process.
3. Improper Set Out Of Recyclables. Contractor shall affix to any non-conforming set out a sticker approved by WRRMA stating the reason for the non-collection and Contractor shall notify WRRMA if collection is not made. Should WRRMA determine the Recyclables to be collectible in the manner set out, Contractor shall promptly return to the Residential Unit and shall collect the Recyclables at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collections to document properly and improperly set out Recyclables.
4. The Township of Ypsilanti and the City of Ypsilanti have their own Recyclables Carts and will not need or require Recyclables Carts under this Contract.

**C. Yard Waste.** Contractor shall collect, transport and manage Yard Waste (Yard Waste (one) and/or Yard Waste (two) as designated) from each Residential Unit to a designated composting facility. This service shall be from April of each Calendar year through the end of the second full week of December of each Calendar year. Each Residential Unit designated to receive Yard Waste Services under this Contract shall place all Yard Waste in carts. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.

1. Suitable Container for Yard Waste Collection. Yard Waste shall be placed in a ninety-six (96) gallon cart marked with a "Yard Waste" sticker, or in degradable paper bags manufactured for the purpose of yard and leaf collection, and meeting all other set-out requirements.

No plastic bags are allowed for Yard Waste. There shall be a limit of 30 degradable paper bags per collection day per Residential Unit. Yard Waste (two), if applicable, shall only be placed in the ninety-six (96) gallon cart and not in degradable paper bags.

2. Improper Set Out Of Yard Waste. Contractor shall affix to any non-conforming set out a sticker approved by WRRMA stating the reason for the non-collection and Contractor shall notify WRRMA if collection is not made. Should WRRMA determine the Yard Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Yard Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to help document properly and improperly set out materials.
3. Christmas Trees. Contractor, as part of the Yard Waste Services and without any additional costs, shall collect from all Residential Units discarded Christmas Trees that have no ropes, lights, metal, plastic or other inorganic material affixed to them, provided the Christmas Tree is placed Curbside. This service shall be provided by the Contractor from Christmas Day through the end of January of each Calendar Year during this Contract. Any Christmas Tree collected shall be managed as yard waste.
4. The City of Saline currently restricts degradable paper bagged Yard Waste to six (6) bags per week. This restriction will continue.
5. Kitchen Food/Scrap Organic Composting. Contractor shall provide a proposal that allows for Yard Waste (two) to be collected in a ninety-six (96) gallon cart with Yard Waste (two) collection being year-round.

#### **D. Other Contract Services.**

1. WRRMA Dumpsters and Rolloffs. Contractor, as requested by WRRMA, shall provide the delivery, management and collection services for yard dumpsters for Refuse/Trash and Recyclables and for twenty (20) yd and thirty (30) yd roll off containers for the same services. Costs for such services shall be charged directly to WRRMA as a separate cost item.
2. WRRMA Dumpsters and Rolloffs for Special Events and Festivals. WRRMA may request, and Contractor shall provide, dumpsters for festivals, special waste collection days or other events. Contractor, when notified of a request, shall provide dumpster delivery and

dumpster collection. The request may include dumpsters for Trash/Refuse or Recyclables, or both. The dumpsters requested may include two (2), four (4) or eight (8) yards of capacity. Any services under this provision shall be subject to the rate and pricing set forth herein.

3. WRRMA On-Call Services. Contractor shall collect, manage and transport all materials collected from “on-call” sites that WRRMA identifies which may include collection of Refuse/Trash from litter abatement enforcement (illegal dumping and evictions), weather related damages, and similar circumstances. Such “On-Call” services shall be completed by Contractor within 48 hours of an electronic notice requesting such service. Contractor shall itemize these On Call services and shall invoice those services using the pricing and rates set forth herein.
4. Side Door Services. There may be eligible households on the collection Routes that are occupied by individuals who have been determined by WRRMA to be unable to move Contract Waste to Curbside. These Residential Units shall be provided side door service by the Contractor, as part of the regularly scheduled collection, and at the pricing provided for other Residential Units under this Contract. The Contractor shall bring the container(s) to the curb and return the container(s) to the location where it was originally placed. WRRMA shall provide to Contractor, as of the Commencement Date, a schedule of all Side Door Services and the schedule shall be updated by WRRMA by January 15 of each Calendar Year or as determined to be necessary by WRRMA during the Calendar Year.

## **VIII. Model Contract Terms and Conditions - Carts**

For Contract Waste collection services by Contractor herein, the following shall apply:

1. For purposes of carts used for Trash/Refuse, Recycling and Yard Waste collections, the Contractor shall, as requested by WRRMA, provide, maintain, and replace carts as needed, including in the event of claims of stolen or missing carts. The Contractor shall be responsible for providing, during any Term of this Contract and any lawful extension, original and replacement carts as required matching the specifications of the carts with regards to construction, warranty, and labeling. The Trash/Refuse, Recyclables and Yard Waste carts will each have WRRMA approved printing and labeling as "Trash", "Recycling" and "Yard Waste" carts. WRRMA approved instructions shall be provided and attached to each cart with instructions for cart use and care and relevant refuse and recycling program information that WRRMA will assist in developing with the Contractor. All such information shall be consistent with the Contract services.
2. Contractor shall be responsible for ordering carts, taking delivery of carts, assembly and delivering carts to the applicable Residential Units. Contractor shall provide a real time online accessible database of all distributed carts including cart model, cart serial number, address delivered to and RFID code (if applicable).
3. Carts shall be standard ninety-six (96) gallon capacity for Trash/Refuse, Recyclables and Yard Waste. Contractor shall allow Residential Units an opportunity, before initial cart distribution, to opt out of the ninety-six (96) gallon cart for smaller sixty-four (64) and/or thirty-two (32) gallon carts for either Trash/Refuse, Recyclables or Yard Waste. In addition, a six (6) month amnesty period will be provided after the Commencement Date of the Contract or initial delivery of the carts, whichever is later, for Residential Units to request a cart switch as outlined herein without a cost to the Residential Unit. After that six (6) month time period as defined herein, the Contractor may charge a switching cost as defined herein. The registry of adjusted cart orders will be provided to the Contractor prior to cart ordering. All new residents shall be provided a cart or carts upon move-in.

4. All carts requested under this Contract shall be manufactured to the specifications used by the Contractor for their own cart programs with regards to design and construction of the container body, lid, hinges, handles, wheels and axles. Labeling and identification shall be the responsibility of the Contractor but shall be subject to prior approval by WRRMA. Contractor shall ensure that there is a cart warranty for no less than ten (10) full years of coverage on the cart body, and ten (10) full years of coverage on all other cart components. The warranty must specifically provide for no-cost replacement of any component parts which fail in materials or workmanship for the above stated time periods, beginning at the date of original purchase by the Contractor. The Contractor shall keep an inventory of sufficient replacement carts as well as cart replacement parts. Contractor shall perform deliveries, repairs and exchanges of such equipment in a timely manner. Contractor shall maintain the cart storage site which shall include keeping an accurate and up to date cart inventory to meet the service demands of this Contract. Contractor shall receive all shipments of carts, and shall log them into the cart inventory on a timely basis.
5. The Contractor will provide new carts to all additional Residential Units added to the Contract at any time during the Term of this Contract and the amnesty provisions of Section VIII 3 shall apply. Delivery shall also include appropriate educational material as reviewed and approved by WRRMA.
6. The Contractor shall provide an on-going cart maintenance program that completes repairs or replacements within three (3) business days of a request made by WRRMA.
7. The Contractor shall obtain, use and fully maintain an asset tracking software to track all Trash/Refuse, Recyclables and Yard Waste carts distributed and all carts exchanged during the Contract Term. The software must manage cart inventories, cart repairs, cart deliveries, cart switches and other service requests in the field in order to maintain an accurate account database for all carts. This database shall be the foundation for tracking participation in the Recyclables Collection process. This software will maintain the proper code/serial number for each address and, when the changes are made, the updated information will be sent in electronic format to both WRRMA and, if applicable, any recycling participation incentive system provided by the Contractor under this Contract. The Contractor shall make this database available to any recycling participation incentive program provider as directed.

8. Contractor shall provide additional curbside carts to Residential Units for Curbside Trash/Refuse, Recyclables and Yard Waste collection in accordance with the following:
  - a) Residential Units shall have the option to make a one-time payment for an additional ninety-six (96) or sixty-four (64) gallon cart at the prices/rates set forth herein.
  - b) After the amnesty provision, Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for Trash/Refuse with a sixty-four (64) gallon cart. These carts must include the appropriate tracking equipment. The costs of this exchange shall be at the prices/rates set forth herein.
  - c) After the amnesty provision Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for recyclables with a sixty-four (64) gallon cart. The Costs of this exchange shall be at the prices/rates set forth herein.
9. Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace damaged carts at Contractor's sole cost.
10. Contractor shall be responsible for removing all carts at the conclusion of the Contract.

#### **VIV. Model Contract Terms and Conditions – Contract Transition**

During the time period between the Effective Date and the Commencement Date, Contractor agrees to meet with WRRMA to conduct a Contract Transition that is intended to ensure the following:

1. That the Contract Waste Services set forth in this Contract are understood and acknowledged.
2. That any “Other Services” set forth in this Contract are understood and acknowledged.
3. That the pricing and rates for all services under this Contract are understood and acknowledged.
4. That the Residential Units serviced by this Contract and the Services to be provided are understood and acknowledged.
5. That the established collection days of services are identified, acknowledged and understood.
6. That any and all initial cart requirements are identified, acknowledged and understood.

## **D. RFP EVALUATION AND SELECTION CRITERIA**

The evaluation shall include, but may not be limited to, the following:

1. Responders pricing;
2. Responders agreement to the Model Contract terms and conditions;
3. Responders verified experience and know how;
4. Responders references;
5. Responders commitment to best technology and best pricing; and
6. Responders presentation of a viable recyclables revenue sharing formula, if applicable.
7. Responders agreement to be bound by a favored nations clause to ensure WRRMA continued best pricing throughout any contract term; and
8. Responders presentation of progressive services that have the objective of waste minimization, less landfill dependency and increased recycling/reuse.

## **E. RFP RESPONSE PRICING FORM – YEAR 1**

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_/Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_/96 Gallon Cart  
Pricing: \$ \_\_\_\_\_/64 Gallon Cart  
Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 2

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_/Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_/96 Gallon Cart  
Pricing: \$ \_\_\_\_\_/64 Gallon Cart  
Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 3

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_ /Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_ /Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_ /Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_ /Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_ /Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_ /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_ /96 Gallon Cart  
Pricing: \$ \_\_\_\_\_ /64 Gallon Cart  
Pricing: \$ \_\_\_\_\_ /32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_ / month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 4

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_/Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_/96 Gallon Cart  
Pricing: \$ \_\_\_\_\_/64 Gallon Cart  
Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 5

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_/Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_/96 Gallon Cart  
Pricing: \$ \_\_\_\_\_/64 Gallon Cart  
Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 6

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_/Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_/96 Gallon Cart  
Pricing: \$ \_\_\_\_\_/64 Gallon Cart  
Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 7

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_ /Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_ /Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_ /Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_ /Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_ /Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_ /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_ /96 Gallon Cart  
Pricing: \$ \_\_\_\_\_ /64 Gallon Cart  
Pricing: \$ \_\_\_\_\_ /32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_ / month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 8

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_/Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_/96 Gallon Cart  
Pricing: \$ \_\_\_\_\_/64 Gallon Cart  
Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 9

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_/Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_/96 Gallon Cart  
Pricing: \$ \_\_\_\_\_/64 Gallon Cart  
Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 10

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ \_\_\_\_\_/Month for 2 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 4 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 8 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 20 yard capacity  
Pricing: \$ \_\_\_\_\_/Month for 30 yard capacity

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$ \_\_\_\_\_/96 Gallon Cart  
Pricing: \$ \_\_\_\_\_/64 Gallon Cart  
Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## F. MODEL CONTRACT TERMS AND CONDITIONS

### EXCEPTION FORMAT

| Term/Condition by Section | Exception Rationale | Proposed Alternative Language |
|---------------------------|---------------------|-------------------------------|
|                           |                     |                               |
|                           |                     |                               |
|                           |                     |                               |
|                           |                     |                               |
|                           |                     |                               |
|                           |                     |                               |

**G. CHECKLIST OF INFORMATION REQUIRED  
BY ANY ENTITY SUBMITTING AN RFP RESPONSE**

1. Most recent financial statement or executed letter from a certified public accountant that the Responder has the financial ability to perform the Contract services for the term of the contract proposed in the RFP process.

☐ Submitted    ☐ Not Submitted

2. A description of the Responder's experience and know how in performing the Contract services as outlined in the Model Contract Terms and Conditions in the RFP process.

☐ Submitted    ☐ Not Submitted

3. Names, emails and contact information for five (5) municipal accounts wherein similar services are currently conducted by the Responder under a contract or contract extension.

☐ Submitted    ☐ Not Submitted

4. A Bid Bond.

☐ Submitted    ☐ Not Submitted

5. A listing of Model Contract language exceptions supported by a legal or policy rationale and with proposed substitute language or an express indication that the Model Contract Terms and Conditions are acceptable.

☐ Submitted    ☐ Not Submitted

6. A proposed Recyclables Revenue Sharing Formula set forth in plain language with a mathematical example.

☐ Submitted    ☐ Not Submitted

7. Proposed pricing for ten (10) consecutive years.

☐ Submitted    ☐ Not Submitted

**8.** The identification and location of a licensed landfill(s) that will be used for the management of Trash/Refuse under the Contract.

☐ Submitted    ☐ Not Submitted

**9.** The identification and location of a proposed MRF(s) to manage collected recyclables under the Contract.

☐ Submitted    ☐ Not Submitted

**10.** The identification and location of a proposed compost facility to managed collected yard waste.

☐ Submitted    ☐ Not Submitted

**11.** A Statement affirming that currently non-participating WRRMA member communities not currently participating in this RFP Process and contracting may, upon request, be governed by the then basic terms and conditions of the existing Contract subject to negotiated pricing.

☐ Submitted    ☐ Not Submitted

**12.** A proposal to allow Kitchen Food Waste/Organics (to be defined) to be collected and managed with Yard Waste (two) for composting.

☐ Submitted    ☐ Not Submitted

**CONTRACT FOR SERVICES**  
**BETWEEN**  
**WASHTENAW REGIONAL RESOURCE**  
**MANAGEMENT AUTHORITY**  
**AND**  
**PRIORITY WASTE**

**FOR**  
**CURBSIDE CART COLLECTION SERVICES  
FOR RESIDENTIAL TRASH AND YARD WASTE**

**AND**  
**CURBSIDE CART COLLECTION AND MANAGEMENT  
SERVICES FOR RESIDENTIAL RECYCLABLES**

**INITIAL CONTRACTING MEMBER COMMUNITIES**  
**PITTSFIELD TOWNSHIP (approximately 7,947 units)**  
**YPSILANTI TOWNSHIP (approximately 15,116 units)**  
**CITY OF SALINE (approximately 3,051 units)**  
**CITY OF YPSILANTI (approximately 5,337 units)**

This Contract for Services, dated this \_\_\_\_ day of March, 2024, by and between Washtenaw Regional Resource Management Authority ("WRRMA") and Priority Waste ("Contractor"), and states the following:

### **RECITALS**

**WHEREAS**, WRRMA is a duly authorized municipal authority under MCL 123.301 et. seq.; and

**WHEREAS**, WRRMA provides for contracted solid waste management services to the residents of all or part of its member communities pursuant to a binding Member Community Agreement; and

**WHEREAS**, on December 1, 2023, WRRMA issued a Request For Proposals ("RFP"); and

**WHEREAS**, Contractor responded to the RFP with an RFP Response ("RFP Response"); and

**WHEREAS**, Contractor has provided its "best pricing" in Contractor's RFP Response; and

**WHEREAS**, Contractor represents that is has provided its "Best Available Services and Technology" to WRRMA under the RFP Response; and

**WHEREAS**, Contractor agrees that Contractor participated in the RFP process voluntarily, in good faith, and without any consultation or agreement with any other entity to restrict or otherwise control pricing or proposed terms before or during the RFP process; and

**WHEREAS**, Contractor hereby represents, pledges and warrants that it has the know-how, the resources and the current finances to execute, carry-out and perform all of the services set forth under this Contract in the manner required by this Contract and otherwise consistent with the Contractor's RFP Response; and

**WHEREAS**, Contractor voluntarily participated in the RFP process and has no claims concerning the RFP process used by WRRMA and hereby waives any such claims or disputes relating to or arising from the RFP process.

## **I. Contract Definitions**

- A.** “Acceptable Invoice” means an invoice generated by the Contractor and submitted to WRRMA for the specified interval of services conducted under this Contract that is otherwise consistent with this Contract. If WRRMA does not object to an Invoice within ten (10) Business Days of its receipt, it shall be deemed an “Acceptable Invoice” as presented by the Contractor and shall be submitted for payment.
- B.** “Applicable Laws” means any statute, law, constitution, charter, ordinance, resolution, judgment, administrative order, decree, rule, regulation, directive, or standard, which is enacted, adopted, promulgated, issued or enforced by a governmental body, a regulatory agency, a local government, a State, the Federal Government or a division of the Federal Government, and/or any court of competent jurisdiction that relates to or affects WRRMA, the Contractor, or the performance by a Contractor or WRRMA of its obligations set forth and acknowledged under this Contract.
- C.** “Best Available Services and Technology” means the best available personnel, training, vehicles, technology, reporting, customer services and Contract incentives that are equal to or greater than what Contractor provides under another existing municipal related contract for similar services.
- D.** “Bulky Waste” means bulk items and includes, but is not limited to, couch, loveseat, recliner, kitchen table and chairs, bed frames, mattress and box springs (must be wrapped entirely), headboard, end tables, treadmills, bicycles, etc.
- E.** “White Goods Waste” means standard white good items, including but not limited to, air conditioners / dehumidifiers / dishwashers / dryers / freezers / hot water tanks / humidifiers / refrigerators / stoves and washers, etc.
- F.** “Business Day” means Monday through Friday and shall exclude Saturday, Sunday and any Holiday as defined herein.
- G.** “Calendar Day” means days running consecutively and consistent with a published calendar for the relevant year at issue. In calculating “Calendar Days”, there are no exceptions for weekends or any Holiday as defined herein. When calculating “Calendar Days” the day of the starting event shall not be counted in the calculation.

- H. "Change in Law" shall mean any act, statute, rule, ordinance or legislative action promulgated after the Effective Date where compliance with such change materially increases the costs to the Contractor in performing the Contract Waste services.
- I. "Commencement Date" means the \_\_\_\_ day of \_\_\_\_\_, 2024, wherein the services by the Contractor shall commence under this Contract. The Commencement Date is separate from the Effective Date.
- J. "Contract" means the written agreement governing the performance of the services defined herein as executed by WRRMA and the Contractor.
- K. "Contract Recitals" means the Contract Recitals as stated herein which, by agreement of the parties, are part of the Contract and binding on WRRMA and the Contractor.
- L. "Contract Term" means the duration of this Contract between WRRMA and Contractor as defined in the Contract, including any authorized extension(s) of the Contract Term.
- M. "Contract Transition" means the time period, regardless of the length of time between the Effective Date and the Commencement Date, wherein Contractor shall meet, as requested, with WRRMA representatives to prepare for and discuss the services under this Contract to ensure that both Contractor and WRRMA are prepared to timely initiate the Contract Services as set forth herein.
- N. "Contract Waste" means all of the materials that Contractor agrees to collect and/or manage under this Contract. Contract Waste is Trash, including Bulky Waste and White Goods, Recyclables and Yard Waste as defined herein.
- O. "Contractor" means the party governed by the Contract herein that has agreed to perform the work set forth in this Contract, or any part of it, including the Contractor's successors or assigns, or any duly authorized agents or authorized legal representatives of the Contractor.
- P. "Curb/Curbside" means the vertical edging to the street pavement, or, where there is no street pavement edge, it shall mean the edge of the road material and shall include the side of the road laterally and within five (5) feet of the driveway cut at issue.

- Q. "Disposal Facility(ies)" means the landfill, transfer facility, composting facility, MRF or other lawful facility that will be utilized for the disposal, management, or processing of Contract Waste under this Contract.
- R. "Effective Date" means the date this Contract is fully executed by the authorized representative of the WRRMA and the Contractor.
- S. "EGLE" or the "Department" means the Michigan Department of Environment, Great Lakes and Energy, or any successor thereof, including any agency or Department to which the powers of the Department shall be transferred or any other appropriate agency. Any name change does not impact this definition.
- T. "EOW" means every other week as opposed to weekly.
- U. "Excluded Waste" means any hazardous materials, waste or substances; toxic substances, waste or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes, each as defined by Applicable Laws. Excluded Waste, as defined herein, are not a part of Contract Waste under this Contract.
- V. "Government Approvals" means all licenses, permits, reviews or approvals required from any Local, State or Federal government, agency or division that relates to or governs the performance of the Contractor under this Contract and the services set forth herein.
- W. "Holiday" means New Year's Day, Memorial Day, the 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day.
- X. "Household Hazardous Waste" means any waste generated by a Residential Unit which, except for the exclusion provided in 40 CFR 261.4(b)(1), would be classified as a Hazardous Waste under 40 CFR, Part 261. Hazardous materials mean all highly flammable materials or products that may react to cause a fire or explosion hazard; or that because of their toxicity, flammability, or liability for explosion render firefighting abnormally dangerous or difficult. This also includes flammable liquids or gases that are chemically unstable and that may spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials and chemicals shall include flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive chemicals, highly toxic materials, and poisonous gases that have a degree of hazard rating in the health, flammability or reactivity of

three or four as ranked by NFPA 704 or other code and/or all items that are regulated as "hazardous" under Public Act No. 451 of 1994 (MCL 324.101 et seq) or any other Applicable Laws.

- Y. "Liquidated Damages" means the following prohibited events under this Contract that are assigned the stated dollar amount as a Liquidated Damage to be paid by Contractor to WRRMA.

|                                                                                                                                                         |                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Failure to clean up spilled refuse or litter caused by Contractor or wash down a street as requested.                                                   | \$100.00 for each incident/each day of scheduled service. |
| Failure to repair damage to a residential or other property caused by Contractor or its personnel within three (3) business days.                       | \$250.00 per incident.                                    |
| Failure to promptly contain and clean up hydraulic oil, motor oil or fuel leaks from Contractor's vehicles or equipment within one (1) business day.    | \$2,000.00 per incident plus any direct cost to WRRMA.    |
| Failure to complete all collection routes by 7:00 pm on the scheduled day or otherwise comply with the hours of operation as required by this Contract. | \$100.00 for each Residential Unit per day.               |
| Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a verified complaint.                                      | \$100.00 for each Residential Unit per day.               |
| Co-mingling materials from non-WRRMA collection routes in vehicles assigned to the performance of services under this Contract.                         | \$500.00 for each Residential Unit per day.               |
| Co-mingling of recyclables with trash or yard waste with trash.                                                                                         | \$500.00 for each Residential Unit per day.               |
| Failure to maintain a vehicle in operable condition and acceptable appearance after inspection and notice by WRRMA.                                     | \$500.00 for each day.                                    |
| Failure to deliver collected waste, recyclables, or yard waste to designated and approved disposal, processing and management sites.                    | \$2,000.00 for serviced Residential Unit per day.         |

- Z.** “Management Representative” means a representative of the Contractor that is knowledgeable about the terms and provisions of this Contract, the services covered by this Contract, and the pricing/invoicing under this Contract. The Management Representative shall otherwise be up to date and fully aware of any pending service-related issues or service complaints under this Contract. The Management Representative shall be designated by the Contractor and may be changed from time to time with thirty (30) days written notice by Contractor to WRRMA. WRRMA reserves the right to object to any designated Management Representative. If there is such an objection, Contractor shall designate a new Management Representative within thirty (30) Calendar Days of receiving the objection from WRRMA.
- AA.** “MRF” means a Materials Recovery Facility used to manage and/or process Recyclable Materials.
- BB.** “Performance Bond” means a corporate surety bond that guarantees a set amount of compensation to WRRMA in the event WRRMA must assume the obligations or duties of the Contractor under this Contract in order for the services under the Contract to continue.
- CC.** “Rebate” means an automatic payment discount from Contractor to WRRMA in the amount of one (1) percent of the total invoice amount if payment is made by WRRMA to Contractor within fifteen (15) Calendar Days of WRRMA receiving an Acceptable Invoice, as defined herein. Payment shall be deemed “made by WRRMA” on the date the payment check is mailed to the Contractor or payment is transmitted in another way from WRRMA to Contractor by prior agreement.
- DD.** “Recyclable Materials” or “Recyclables” means those materials which would otherwise become Trash and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products and that are otherwise acceptable materials at a MRF.
- EE.** “Recyclables Revenue Sharing” shall mean the revenue sharing process between the Contractor and WRRMA as calculated and determined by a written formula and as paid quarterly by Contractor to WRRMA with WRRMA maintaining a right to audit the calculations and the payment amounts.
- FF.** “Residential Unit” means a residential or other structure that is authorized eligible for Contract Waste services under this Contract.

**GG.** "Residential Unit Count Change" shall mean a change in Residential Units serviced by the Contractor under this Contract. A Residential Unit Count Change shall only be initiated and made by WRRMA and shall be completed and issued by WRRMA to Contractor by January 15 of each year. That Residential Unit Count shall then be controlling for that Calendar Year.

**HH.** "State" means the State of Michigan.

**II.** "Trash" or "Refuse" means solid waste as set forth in Act 451 of 1994 at MCL 324.11506 (1) which are acceptable for disposal in a Type II sanitary landfill and shall not include any Excluded Waste, as defined herein, or any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including but not limited to, municipal solid waste incinerator ash) or Household Hazardous Waste. Generally, Trash/Refuse includes all animal and vegetable food waste and all other waste which normally generates from a household. Trash/Refuse may include materials consisting of sod, dirt, rocks and other debris not to exceed 50 pounds of any one such material. Trash or refuse shall not include construction/repair/remodeling debris, including drywall, lumber, wood, cement, bricks, concrete, asphalt, landscape timbers etc. except for the minimal amounts of those materials specified above. The term Trash or Refuse shall not include leaves or grass clippings as defined by Applicable Laws but will include up to one (1) bundle per week of brush, composed of branches greater than two (2)" in diameter but less than six (6)", and not exceeding forty-eight (48)" long or thirty-six (36)" in diameter. Brush does not include root balls or stumps.

**JJ.** "WRRMA" shall mean the Washtenaw Regional Resource Management Authority.

**KK.** "Yard Waste (one)" means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs down to two (2) inches in diameter, sod without dirt, and any other yard waste materials defined as such by any Applicable Law. The term Yard Waste excludes agricultural waste, animal waste, roots, sewage sludge, stumps and treated wood of any kind. The acceptable Yard Waste may vary depending on the rules of the Designated Compost Yard.

"Yard Waste (two)" means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs down to two (2) inches in diameter, sod without dirt, and any other yard waste materials defined as such by any Applicable Law. The term Yard Waste excludes agricultural

waste, animal waste, roots, sewage sludge, stumps and treated wood of any kind. Yard Waste (two) shall also include Source Separated organics by way of residentially generated food scraps but not manufactured compostable products such as plates, utensils, cups, containers, etc. that are otherwise labeled by the manufacturer as "compostable". The acceptable Yard Waste may vary depending on the rules of the Designated Compost Yard.

## **II. General Contract Terms**

### **A. Contract Term.** The term of this Contract shall be as follows:

1. Initial Contract Term. The initial Contract Term of this Contract shall be five (5) years commencing on July 1, 2024 and ending on June 30, 2029.
2. Extension of the Initial Contract Term. The Initial Contract Term may be extended for one (1) additional five (5)-year Contract Term if requested by WRRMA in writing nine (9) months prior to the expiration date of the initial Contract Term and agreed to by Contractor in writing and said writing is executed by WRRMA and Contractor. Nothing in this provision prevents, restricts or prohibits further extensions of this Contract subject only to a mutually executed written document.
3. Contract Reopener. In order to discuss and resolve, by way of written Contract amendment(s) if necessary, issues relating to Contractor performance and service issues under this Contract, WRRMA and Contractor shall each have the right, but not the obligation, to reopen the Contract two (2) times during any five (5)-year Contract Term, including any Contract extensions. The reopener process shall start with WRRMA or the Contractor providing a written notice to the other requesting the reopener and stating the basis of the reopener with respect to an ongoing service issue(s). The Contractor and WRRMA agree to schedule and conduct a meeting within thirty (30) days of any reopener request made by WRRMA. Nothing in this provision prevents or restricts WRRMA or Contractor from raising disputes or service issues without using the Contract Reopener process. This provision does not impact or restrict other procedures in this Contract including the Termination process and the Dispute Resolution process as set forth herein.

**B. Termination of Contract by WRRMA.**

1. Termination. WRRMA may initiate a termination process of this Contract prior to the then current expiration date upon thirty (30) Calendar Days written notice to the Contractor if one or more of the following termination issues has, in the opinion of WRRMA, occurred:
  - a. The Contractor has failed or refuses to fulfill its service obligations in a timely and proper manner in accordance with this Contract.
  - b. The Contractor has failed or refuses to perform any material covenants, agreements, terms or obligations set forth in this Contract.
  - c. The Contractor has ceased conducting business in a normal course by reason of insolvency or bankruptcy, whether voluntary or involuntary.
  - d. The Contractor has assigned, delegated or subcontracted services under this Contract without the prior written consent of the WRRMA in accordance with this Contract.
2. Process for Termination. WRRMA shall provide written notice to the Contractor specifying the termination issue or issues. The Contractor shall have ten (10) Calendar Days to cure the alleged termination issue. If the Contractor promptly undertakes reasonable actions to cure the issue and diligently pursues same to the satisfaction of WRRMA, there shall be no termination.

After the event of a termination issue which is not cured by Contractor as provided above, WRRMA thereafter may terminate this Contract by written notice of termination by WRRMA sent by certified mail, return receipt requested, to the Contractor as provided herein. Upon such termination, WRRMA may, in its sole discretion, require the Contractor to continue performance of this Contract for a period up to an additional ninety (90) Calendar Days after the Notice to Terminate in order to facilitate WRRMA's selection and use of a replacement contractor. The Contractor agrees to and acknowledges this right of WRRMA to request and receive continued services as set forth herein. If WRRMA utilizes the Contractor for these additional services, it shall pay the Contractor at the rates then provided for in this Contract.

After the event of a termination issue which is not cured by Contractor as provided above, the Contractor shall be liable to WRRMA for any damages WRRMA sustains by virtue of the Contractor's breach, and any reasonable costs WRRMA incurs enforcing or attempting to enforce this Contract, including reasonable attorney and expert fees.

- C. Termination of Contract by Contractor. The Contractor may terminate this Contract by providing 180 Calendar Days written notice to WRRMA of Contractor's intent to terminate. Contractor agrees to fully perform all of the services required under this Contract from the date of its notice to terminate to the expiration of 180 Calendar Days. Upon any such notice to terminate, Contractor agrees to provide WRRMA with all pertinent records, studies, evaluations or other documents prepared by Contractor since the Effective Date and relating, in any way, to this Contract, the Contract Waste and the services provided under this Contract. Contractor and WRRMA agree that all terms and provisions of this Contract shall be in full force and effect during the 180 Calendar Day termination period. WRRMA and Contractor may, by a written and executed document, shorten or lengthen the 180 Calendar Day termination period.
- D. Most Favored Nations. WRRMA and the Contractor agree and acknowledge that this Contract is a "best pricing" Contract. Best pricing, in this Contract, means WRRMA shall, throughout any Contract Term of the Contract, be entitled to Contractor's continued best pricing.
- E. Representations of the Contractor. Contractor represents, pledges and warrants the following as of the Effective Date and these Representations of the Contractor shall survive until any Termination of this Contract or any conclusion/expiration of this Contract.
1. The Contractor represents and warrants it shall comply with all federal, state, county and local laws, rules and regulations (including OSHA, CERCLA, RCRA and SARA) and all other applicable water, land and air pollution laws with respect to Contract Waste and the performance of its obligations under this Contract.
  2. The Contractor represents and warrants it has and will maintain all applicable governmental licenses and permits necessary to conduct the services required under this Contract.
  3. The Contractor represents and warrants this Contract constitutes a valid, binding and enforceable obligation of Contractor deemed to be

mutually drafted and with adequate consideration accepted in the formation and acceptance of the Contract.

4. The Contractor represents and warrants that it is, and shall remain throughout any Contract Term, or extension, financially able and capable of carrying out all of the requirements and obligations under this Contract.
5. The Contractor represents and warrants that, by the authorization of its Board of Directors or its other legal equivalent, the Contractor has adopted a valid resolution authorizing entry into this Contract with WRRMA under the terms set forth herein.
6. The Contractor represents and warrants that it has provided the executing entity identified below with the actual legal authority to sign this Contract on behalf of Contractor and to fully and completely bind the Contractor.

F. Compliance with Applicable Laws. Contractor, during any Contract Term, or extension, shall comply with all Applicable Laws. Additionally, Contractor shall, during the term or extension of this Contract, comply with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Toxic Substances Act of 1976, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act of 1966, as amended, the National Environmental Policy Acts of 1975, the Natural Resources and Environmental Protection Acts, and all rules, regulations and guidance documents promulgated or published thereunder, and any federal, state, regional, county or local statutes, laws, rules, regulations or ordinances relating to public health, safety or the environment.

G. Insurance Requirements for the Contractor. The Contractor shall not commence any services under this Contract until evidence of the required insurance coverages have been secured by the Contractor and provided to WRRMA. All insurance coverages shall be placed with insurance companies licensed and authorized to do business in the State of Michigan

and with insurance carriers acceptable to WRRMA. During any Contract Term, or extension, at the Contractor's sole cost and expense, the Contractor shall maintain the following insurances coverages and shall comply fully with the provisions set forth below. Nothing in this provision prohibits or restricts the Contractor from obtaining additional forms of insurance or higher coverage amounts than those set forth herein.

|                                                                                                                                                                                                                                                      | Amount Not Less Than:                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1. Worker's Compensation                                                                                                                                                                                                                             | Michigan Statutory minimum                                                                                  |
| 2. Employer's Liability                                                                                                                                                                                                                              | \$500,000.00 minimum each disease<br>\$500,000.00 minimum each person<br>\$500,000.00 minimum each accident |
| 3. Commercial General Liability Insurance<br>(Broad Form Comprehensive, Contractual Liability, Independent Contracts Coverage)                                                                                                                       | \$1,000,000.00 each occurrence<br>\$2,000,000.00 aggregate                                                  |
| 4. Products and Completed aggregate Operations Liability                                                                                                                                                                                             | \$2,000,000.00                                                                                              |
| 5. Automobile Liability Insurance limit for<br>(covering all owned, hired and bodily injury and property damage non-owned vehicles with personal protection insurance, including residual liability insurance under Michigan no fault insurance law) | \$1,000,000.00 combined single                                                                              |
| 6. Excess Umbrella Liability                                                                                                                                                                                                                         | \$5,000,000.00 each occurrence                                                                              |

7. **Pollution Liability Insurance:** The Contractor shall obtain coverage for the duration of this Contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site investigations, cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement.
8. **Additional Insured:** The commercial general liability insurance policy, pollution liability insurance policy, and motor vehicle liability insurance policy shall include an endorsement naming WRRMA as an additional insured. This shall include all elected and appointed officials, all employees and volunteers, all boards, commissions, all member communities of WRRMA and/or authorities and their board members, including employees and volunteers of the WRRMA. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by WRRMA and shall provide blanket contractual liability insurance for all written contracts. Should any work be contracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.
9. **Cancellation Notice:** Workers Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to WRRMA. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify WRRMA in writing."

If any of the above coverages expire during the term of the Contract, the Contractor shall deliver renewal certificates and/or policies to WRRMA at least ten (10) days prior to the expiration date. The

Contractor shall provide to WRRMA, upon written request, a certified copy of any insurance policy required under this Contract.

10. **Proof of Insurance Coverage:** At the time of the Effective Date, the Contractor shall provide WRRMA with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice is acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if requested, by WRRMA.

H. **Independent Contractor Status.** No provision of this Contract shall be construed as creating or implying an employer-employee relationship between any Contractor and WRRMA. It is agreed that Contractor is an "independent contractor" as that phrase is defined and interpreted, as of the Effective Date and during any Contract Term, by controlling State law or by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits of any kind not otherwise specified in this Contract

I. **Licenses.** Contractor shall obtain, at or before the Effective Date, at its own expense, any and all licenses and/or permits required by any Federal, State or Local governments or agencies necessary to operate the equipment and perform the work and services required by this Contract. Any and all employees and authorized subcontractors of the Contractor shall be properly trained and shall have all licenses and endorsements required by Federal, State and Local laws in order to operate the equipment and vehicles utilized in the performance of the services under this Contract. WRRMA has the right to inspect any and all licenses and all Contractor training documents during any Contract Term.

J. **Employees.** Contractor shall take reasonable and customary precautions in the selection of its employees and authorized subcontractors assigned to do work under this Contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor's employees shall wear Contractor required uniforms and Contractor issued identification. Adequate supervision and adequate training shall be furnished by the Contractor over employees and authorized subcontractors at all times. Contractor agrees to reassign any employee or subcontractor who is violating this provision or any other provision of this Contract. No person under the age of sixteen (16) years shall be employed or engaged to perform services under this Contract. No person whose age or physical condition is such to make such person's employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform services under this Contract,

provided that this shall not operate against the employment of physically challenged persons otherwise employable where such persons may be safely assigned to work which they are able to perform.

1. Nondiscrimination Against Persons with Disabilities. Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of disabilities as defined in the Persons with Disabilities Civil Rights Act, that is related to such person's ability to perform the duties of a particular job or position.
2. Elliott-Larsen Civil Rights Act. Contractor agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to such persons hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to that employment because of such person's race, color, religion, national origin, ancestry, age, height, weight, gender (sex) and marital status.
3. Non-Employment. Nothing in this Contract shall create, or be interpreted to create, any employer/employee relationship of any kind between WRRMA and the Contractor's employees or Contractor's authorized subcontractors. Contractor agrees to defend, indemnify and hold WRRMA harmless from and against any claims or allegations, labor related or otherwise, that arise from this provision governing employees and subcontractor.
4. Contractor Payment of Taxes. The Contractor shall be solely responsible for the following taxes and tax related payments and obligations.
  - a. Payment of wages to its employees in compliance with all Local, Federal and State laws.
  - b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Contractor under Local, State and Federal law.
  - c. Payment of all applicable Local, State and Federal taxes, charges or permit fees, whether in force as of the Effective Date or subsequently enacted during any Term.

- d. Payment of any and all taxes, charges, surcharges or other fees and costs related to the equipment and property of the Contractor.
  - e. The Contractor shall indemnify and hold WRRMA harmless from all claims arising from the foregoing payment obligations of the Contractor.
  - f. Contractor acknowledges and agrees WRRMA is a governmental unit and as such is exempt from payment of all State and Federal taxes. WRRMA agrees to provide Contractor a copy of WRRMA's tax exempt status document upon request.
5. Employee Qualification, Payment and Accident Prevention. All persons employed by the Contractor shall be competent, skilled, properly trained and qualified in the performance of the services to which they are assigned to perform under this Contract.
6. Civil Infractions. Contractor will be solely responsible, financially and otherwise, for any traffic tickets or other municipal infractions incurred by Contractor's drivers or Contractor's employees and subcontractors.

**K. Performance Guarantees.**

- 1. Performance Bond. Prior to the Effective Date, the Contractor shall furnish, at its own expense, a Performance Bond in the amount of \$1,000,000.00 with trigger language approved by WRRMA.
- 2. Form of Bonds. The Performance Bond shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan.
- 3. Disclosure. The Contractor agrees to provide a valid and binding copy of the then current and binding Performance Bond to WRRMA annually or within three (3) Business Days of any request made by the WRRMA.

**L. Indemnity and Title to Contract Waste.**

- 1. Responsibility for Contract Waste. Contractor shall be fully and completely responsible for all Contract Waste managed by the Contractor under this Contract. Title to the Contract Waste under this

Contract shall pass to the Contractor when the Contract Waste is placed in Contractor's collection vehicle at any collection location.

2. Claim Waiver. The Contractor, for itself, its successors and assigns, releases, waives, discharges and covenants not to sue WRRMA, its member communities, officers, employees, agents and elected officials from and against any and all actions or causes of action, claims, suits, demands, liabilities, loss, damage or expense of any kind and nature, including attorney's fees and including claims for injury or death (collectively, "Losses"), on account of injury to the person or equipment of the Contractor resulting directly or indirectly from the performance by Contractor of any service(s) under this Contract. Contractor shall not be liable for any claims or damages determined to be caused intentionally by WRRMA or any representative of WRRMA.
3. Indemnity. To the fullest extent allowed by the then applicable law, Contractor expressly agrees to indemnify, defend and hold WRRMA, its member communities, its officers, employees, agents and elected officials harmless against all Losses, (as defined above), arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from Contractor's performance of this Contract or Contractor's collection, transportation or disposal of Contract Waste, based upon any negligent act or omission of Contractor or any employee, subcontractor or other person acting on Contractor's behalf in connection with or incident to this Contract.
4. Survival of Indemnity. Contractor's obligation to indemnify, hold harmless and defend WRRMA as set forth herein shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities otherwise provided by any law.

- M. Assignment**. This Contract shall not be assigned, delegated or subcontracted by the Contractor to any other person or entity without the prior written consent of WRRMA. For purposes of this Contract, a transfer of more than ten (10%) percent of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty (50%) percent of the assets of Contractor to any person shall be considered to be an assignment governed by this provision. Notwithstanding anything to the contrary in this Contract, WRRMA's written consent will not be required if the Contractor assigns this Contract to an

Affiliate of Contractor. "Affiliate" shall mean, with respect to this Contract, any other entity that directly, or indirectly through one or more intermediaries' controls, is controlled by, or is under common legal control with the Contractor. Any assignment requested hereunder shall not be unreasonably withheld by WRRMA.

- N. Modification. This Contract, or any terms hereof, may not be changed, waived, discharged, amended or terminated, absent an agreement in writing executed by WRRMA and the Contractor.
- O. Uncontrollable Event. Any failure or delay in performance under this Contract by either party due to an "Uncontrollable Event" shall not constitute a breach or default of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such Uncontrollable Event and for a reasonable time thereafter.

An Uncontrollable Event shall mean any act, event or condition occurring during any Term of this Contract that has had, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both WRRMA or the Contractor under this Contract if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract.

Uncontrollable Circumstances shall include, but not limited to, the following:

1. A natural act, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area;
2. The suspension, termination, interruption, denial or failure of renewal or continuation of any permit, license, consent, authorization, or approval required for the provision of services under this Contract, provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;
3. The loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for operation of the facilities required under this Contract if such loss or inability is not the result of the willful or negligent action or inaction of the Contractor; and

4. A public or private labor dispute relating to the collection of Contract Waste which involves persons other than those working for (or on behalf of) the Contractor or any affiliate or subcontractor hired by the Contractor, which prevents the management of Contract Waste under this Contract; and
5. A national, state or local health event wherein there is a written, authorized and published government declaration that prevents the services under this Contract from being lawfully conducted.

**P. Records and Access to Records.** The Contractor shall maintain full and complete operation and service records related to all services conducted by Contractor under this Contract. The service records shall include, at a minimum, the following:

1. The Residential Units to whom any service was provided.
2. A log of complaints and resolutions for any services provided under this Contract.
3. A log of missed collections and responses.
4. A description of any vehicle accidents or infractions.
5. A listing of all accounts having a change of service during the month.
6. Weights and/or volumes of garbage, recyclable materials and yard waste collected by commodity and where these items were transported to for lawful disposal or lawful management under this Contract. The method of calculation shall be provided by Contractor to WRRMA upon request by WARRMA.
7. WRRMA has the right to share all Contract generated data and records with WRRMA auditors and the WRRMA's member communities.

**Q. Information Deemed Important.** Contractor acknowledges and accepts that the volume of all Contract Waste, throughout any Contract Term, is important data to WRRMA. Those volumes shall be maintained by the Contractor and shall be available at all times to the WRRMA to prepare trend reports and analyses. WRRMA shall have the right to share this data

with WRRMA's authorized Legal counsel, auditors, and member communities.

- R. Meeting Attendance. Upon written request made by WRRMA to Contractor, Contractor's Management Representative shall attend any requested meeting of the WRRMA Board.
- S. Governing Law. This Contract shall be governed by the laws of the State of Michigan. This Contract shall be deemed to be mutually drafted by WRRMA and the Contractor for all legal purposes.
- T. Cumulative Remedies. No right, power or remedy conferred upon or reserved to WRRMA under this Contract is intended to be exclusive of any other right, power or remedy. Each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or now or hereafter existing at law or in equity or by statute.
- U. Dispute Resolution. Notwithstanding anything contained in this Contract to the contrary, and notwithstanding any other dispute or default remedy process or procedure provided for in this Contract, if there is a dispute concerning the right of either party to terminate this Contract or a dispute concerning any aspect of this Contract, WRRMA and the Contractor shall continue to perform their respective obligations as if this Contract were in full and complete effect and both parties' rights shall continue in effect until such dispute is resolved and any appeals permitted in this Contract are fully exhausted. Any dispute or controversy between the parties with respect to the interpretation or application of any provision of this Contract or the performance by Contractor or WRRMA of their respective obligations hereunder, or otherwise arising out of the Contract (collectively, "Dispute") shall be resolved as provided herein.
  - 1. Performance During Disputes: WRRMA and Contractor shall continue to perform all of their obligations under the Contract during the full pendency of any Dispute.
  - 2. Informal Dispute Resolution: WRRMA and Contractor shall first attempt to resolve any Dispute, informally, by negotiating in good faith in an effort to resolve the Dispute. Proposals and information exchanged during the informal proceedings described in this Section between the parties shall be privileged, confidential and without prejudice to a party's legal position in any formal proceedings going forward. All such proposals and information, as well as any conduct during such proceedings, shall be considered

settlement discussions and proposals, and shall be inadmissible in any subsequent proceedings.

3. Arbitration: Any Dispute not resolved within thirty (30) Calendar Days of the submission of the Dispute shall be settled by binding and statutory arbitration in the Washtenaw County, Michigan area before the American Arbitration Association and in accordance with its then existing Commercial Arbitration Rules (the "Rules"). Each party shall pay its own attorneys' fees and one-half of the other arbitration costs (arbitrator, court reporter, copies, etc.). An arbitration decision or ruling shall be binding and final.

4. Injunctive Relief and Venue: Notwithstanding anything in this provision, either party may request a court of competent jurisdiction to grant injunctive relief to such party until an arbitrator can decide the matter in question. Any action between the parties arising from this Contract shall be maintained in the appropriate Michigan Courts, subject to the statutory requirements for venue and jurisdiction.

5. No Consequential or Punitive Damages: In no event shall either party be liable to the other or obligated in any manner to pay to the other, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

V. No Third-Party Beneficiary. No entity or person involved with, working with or associated with the Contractor under this Contract, during the RFP process and during any Contract Term, shall be deemed to be an express, implied or direct beneficiary of this Contract or any portion, term, section or provision of this Contract. Contractor agrees to defend, indemnify and hold WRRMA harmless from and against any such claim, suit, demand or obligation.

W. Change In Law. Contractor and WRRMA shall provide notice to the other upon receiving a notice concerning a Change In Law as defined herein. If there is, in fact, a defined Change In Law, WRRMA and Contractor agree to meet and discuss any Contract changes, if any, that are required to address the Change In Law. Any dispute about the implication or the impact of a Change In Law shall be managed and resolved consistent with the Dispute Resolution process set forth herein.

X. Compliance Waiver. Any failure of Contractor or WRRMA to insist upon strict compliance with any of the terms, covenants, or conditions of this Contract shall not be deemed a waiver of any term, covenant, or condition. No delay or omission on the part of the Contractor or WRRMA in exercising any right shall operate as a waiver of such right or any other right. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time. The Contractor or WRRMA shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed both parties.

Y. Notices. Any notice required in this Contract shall be made to the other party as follows:

To: WRRMA  
Attention: \_\_\_\_\_

To: Contractor  
Attention: \_\_\_\_\_

### III. Operational Contract Terms

A. Service Hours. Contractor shall provide Contract Waste services under this Contract only from 6:00 a.m. to 7:00 p.m. No services under this Contract shall be conducted by the Contractor before and after the hours set forth herein unless such services are authorized, in advance, by WRRMA.

B. Collection Route Management. The Contractor shall be responsible for the management and supervision of all collection Routes for the Contract Waste and other services governed by this Contract.

1. The Contractor shall initiate and complete all Routes on the scheduled collection day and within the service hours set forth herein. The Contractor shall collect, transport, and manage all Contract Waste from each Residential Unit regardless of the volume of such Contract Waste.
2. The Contractor shall not use collection vehicles that are, by age or otherwise, unnecessarily noisy and violate any local noise control ordinances.

3. The Contractor shall collect, retrieve, and capture any blown or loose Contract Waste generated by Contractor's collection process and add it to the applicable Collection for transport and management under this Contract at no additional cost. Contractor shall, at Contractor's sole expense, maintain equipment to collect, retrieve and capture spilled or loose Contract Waste on any scheduled route.
4. Contractor shall, at the request of WRRMA, wash down any road or portion of any road determined by WRRMA to be impacted by Contract Waste odor at no extra cost under this Contract, if caused by the Contractor.
5. The Contractor shall ensure that any cart used by any Residential Unit is completely emptied on the scheduled collection day. The Contractor shall be responsible for any damage to any cart caused by the Contractor in conducting any services under this Contract. Any damage to any such cart shall result in the Contractor, at Contractor's sole expense, replacing or repairing the Cart within forty-eight (48) hours, if it is determined that the damage impairs use of the cart for collection purposes.
6. Contractor shall be solely and fully responsible for any damage to any Residential Unit or other property caused by the Contractor and shall hold harmless and indemnify, in full, the WRRMA from and against any such claims, suits, or demands.
7. Contractor shall ensure, with internal directives, policies and/or training, that all of Contractor's employees conducting services under this Contract avoid loud and/or profane language while performing services under this Contract.
8. The collection days shall be established by WRRMA and Contractor prior to the Commencement Date. Any changes to the collection days shall be approved by WRRMA in writing. Contractor may request a change in the collection days by providing sixty (60) days' notice of a requested change. Under all circumstances, all Contract Waste on any route shall be collected, transported and managed on the same scheduled day.
9. Contractor shall immediately notify WRRMA if any road condition makes it impossible to reach, access and provide services under this Contract to any Residential Unit.

10. WRRMA shall notify Contractor if WRRMA is made aware of any Road closure or other infrastructure work that prohibits Contractor conducting the services required by this Contract. The Contractor shall, upon such notice, provide a safe and efficient alternative to complete the services at no extra cost to WRRMA.
11. Contractor may, if necessary, contact WRRMA for an extension of Route completion if local weather conditions make it unsafe and not practical to complete the then scheduled services under this Contract. If weather conditions make it unsafe to complete services on the collection day, the services will be conducted on the next scheduled collection day. Such approvals shall not be unreasonably withheld by WRRMA.

C. Emergency Contact For Contractor. Contractor shall provide WRRMA with the name, office telephone number, cellular telephone number, and E-mail for an Emergency Contact that WRRMA may contact for any emergency involving any aspect of the Services under this Contract. This Emergency Contact information shall, at all times, be current and accurate. It shall be the responsibility of the Contractor to ensure this information is current and accurate at all times.

D. Complaint Procedures.

1. Contractor shall use a defined and fully disclosed reporting system to report to WRRMA all situations that prevent, delay or disrupt any required services under this Contract. WRRMA shall provide to the Contractor the office/person designated to receive such complaints prior to the Commencement Date.
2. For service Complaints received by WRRMA, WRRMA will first consult and review the Complaint directly with the Contractor and determine if adequate information is available to resolve the Complaint. Unless directed otherwise, WRRMA shall transmit all Complaints to the Contractors "Emergency Contact" as defined and disclosed herein.
3. For service Complaints received by Contractor before 5:00 pm on a Business Day, Contractor will return to the impacted location and collect the Contract Waste at issue. For service Complaints that are received after 5:00 pm on a Business Day, Contractor shall have until the end of the following business day to collect the Contract Waste at issue.

4. In the event Contractor believes any Complaint to be without merit (e.g., late set outs or improper preparation), Contractor shall notify WRRMA. WRRMA, if appropriate, will investigate all Contractor disputed Complaints and all provided evidence as submitted by the Contractor to support the Contractor's position, and render a determination. Contractor Disputed Complaints shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for determining performance penalties (Liquidated Damages) until they have been determined to be valid by WRRMA under the process and review steps set forth herein.

#### **IV. Description of Services**

- A. General Description of Contract Waste Services. Contractor shall provide services for all Contract Waste from each Residential Unit as defined herein. This includes the collection and the management of Refuse/Trash, including Bulky Waste and White Goods Waste. This includes Recyclables collection and processing. This includes Yard Waste collection and management to a lawful composting location. This includes all "other services" as defined herein and as required by any municipality. Contractor shall designate a lawful landfill, a lawful MRF and an acceptable composting location.
- B. Residential Units. Contractor shall provide services to each Residential Unit. As of the Commencement Date, the Residential Units will be provided to the Contractor by WRRMA. After the first full year of the Contract Term, the listing of the serviced Residential Units will be provided by WRRMA to Contractor annually by January 15 to govern the services under this Contract for that next Calendar Year. WRRMA has the exclusive and sole right to modify the Residential Unit count for purposes of services under this Contract. Notwithstanding this annual setting of the Residential Units on each January 15, at any time during any Calendar Year under this Contract, WRRMA shall notify Contractor of any new Residential Unit and Contractor shall, within 24 hours, establish services under this Contract to that Residential Unit. Contractor shall not be contractually or otherwise obligated to service any new Residential Units until WRRMA notifies Contractor of that new unit.
- C. Change In Services. The following shall apply to any change in Contract services under this Contract.

1. Only WRRMA can initiate and change the scope of the Contract Waste services.
2. Changes to the Contract services may include adding or deleting services or increasing or decreasing the frequency of the Contract Waste services provided under this Contract.
3. The Contractor shall not modify, in any way, any pricing due to any change in Contract Waste service made by WRRMA unless approved in writing by WRRMA and the Contractor prior to any such pricing change.

#### **V. Model Operational ions - Contract Services**

Note: The City of Ypsilanti will not require Yard Waste or Recyclable Services

A. Trash/Refuse. Contractor shall collect, manage and transport Trash/Refuse to a lawful and defined and disclosed Disposal Facility. This service shall be year-round, weekly and Curbside for all Residential Units. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.

1. Bulky Waste and White Goods Waste. As part of the Trash/Refuse, Contractor shall collect, transport and manage Bulky Waste and White Goods Waste. Each Residential Unit may set out Curbside up to two (2) Bulky Waste and two (2) White Goods Waste items per week on the same day scheduled for Trash/Refuse collection. If any item of Bulky Waste or White Goods Waste is determined by Contractor to require more than one (1) Contractor employee to load for collection, that item shall be rescheduled and collected within 48 hours of the scheduled collection day. Any Residential Unit may schedule an additional Bulky Waste or White Goods Waste pick-up separate from the Trash / Refuse collection day at a separate cost as set forth herein. Any Residential Unit shall have the right to purchase a sticker that allows that Residential Unit to dispose of an identified refrigerant containing item for collection on the established collection day or another date set by the Contractor.
2. Improperly Set Out Trash/Refuse Or Bulky Waste and White Goods Waste. Contractor shall affix to any non-conforming set out a sticker

or tag approved by WRRMA stating the reason for the non-collection. Contractor shall notify WRRMA if any scheduled collection is not made. Should WRRMA determine the Trash/Refuse/Bulky Waste/White Goods Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect and properly manage the Trash/Refuse/Bulky Waste/White Goods Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of the collection to document properly and improperly set out materials under this provision.

**B. Recyclables.** Contractor shall provide year-round weekly or, if specifically designated, EOW Curbside single stream Recyclables collection for management and processing to the identified Residential Units that receive this service. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.

1. Suitable Recyclables Container. Recyclables shall be placed Curbside in a designated cart.
2. Recyclable Revenue Sharing. If applicable, Contractor shall participate in a Recyclables Revenue Sharing program as defined at Definition EE. Any Recyclables Revenue Sharing shall be subject to and capable of being audited for accuracy and accountability upon request by WRRMA. Contractor shall establish the Audit process and shall be solely responsible for all costs of the Audit Process.
3. Improper Set Out Of Recyclables. Contractor shall affix to any non-conforming set out a sticker approved by WRRMA stating the reason for the non-collection and Contractor shall notify WRRMA if collection is not made. Should WRRMA determine the Recyclables to be collectible in the manner set out, Contractor shall promptly return to the Residential Unit and shall collect the Recyclables at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collections to document properly and improperly set out Recyclables.
4. The Township of Ypsilanti and the City of Ypsilanti have their own Recyclables Carts and will not need or require Recyclables Carts under this Contract.

**C. Yard Waste.** Contractor shall collect, transport and manage Yard Waste (Yard Waste (one) and/or Yard Waste (two) as designated) from each Residential Unit to a designated composting facility. This service shall be from April of

each Calendar year through the end of the second full week of December of each Calendar year. Each Residential Unit designated to receive Yard Waste Services under this Contract shall place all Yard Waste in carts. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.

1. Suitable Container for Yard Waste Collection. Yard Waste shall be placed in a ninety-six (96) gallon cart marked with a "Yard Waste" sticker, or in degradable paper bags manufactured for the purpose of yard and leaf collection, and meeting all other set-out requirements. No plastic bags are allowed for Yard Waste. There shall be a limit of 30 degradable paper bags per collection day per Residential Unit. Yard Waste (two), if applicable, shall only be placed in the ninety-six (96) gallon cart and not in degradable paper bags.
2. Improper Set Out Of Yard Waste. Contractor shall affix to any non-conforming set out a sticker approved by WRRMA stating the reason for the non-collection and Contractor shall notify WRRMA if collection is not made. Should WRRMA determine the Yard Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Yard Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to help document properly and improperly set out materials.
3. Christmas Trees. Contractor, as part of the Yard Waste Services and without any additional costs, shall collect from all Residential Units discarded Christmas Trees that have no ropes, lights, metal, plastic or other inorganic material affixed to them, provided the Christmas Tree is placed Curbside. This service shall be provided by the Contractor from Christmas Day through the end of January of each Calendar Year during this Contract. Any Christmas Tree collected shall be managed as yard waste.
4. The City of Saline currently restricts degradable paper bagged Yard Waste to six (6) bags per week. This restriction will continue.

#### D. Other Contract Services.

1. WRRMA Dumpsters and Rolloffs. Contractor, as requested by WRRMA, shall provide the delivery, management and collection services for yard dumpsters for Refuse/Trash and Recyclables and for twenty (20) yd and thirty (30) yd roll off containers for the same

services. Costs for such services shall be charged directly to WRRMA as a separate cost item.

2. WRRMA Dumpsters and Rolloffs for Special Events and Festivals. WRRMA may request, and Contractor shall provide, dumpsters for festivals, special waste collection days or other events. Contractor, when notified of a request, shall provide dumpster delivery and dumpster collection. The request may include dumpsters for Trash/Refuse or Recyclables, or both. The dumpsters requested may include two (2), four (4) or eight (8) yards of capacity. Any services under this provision shall be subject to the rate and pricing set forth herein.
3. WRRMA On-Call Services. Contractor shall collect, manage and transport all materials collected from "on-call" sites that WRRMA identifies which may include collection of Refuse/Trash from litter abatement enforcement (illegal dumping and evictions), weather related damages, and similar circumstances. Such "On-Call" services shall be completed by Contractor within 48 hours of an electronic notice requesting such service. Contractor shall itemize these On Call services and shall invoice those services using the pricing and rates set forth herein.
4. Side Door Services. There may be eligible households on the collection Routes that are occupied by individuals who have been determined by WRRMA to be unable to move Contract Waste to Curbside. These Residential Units shall be provided side door service by the Contractor, as part of the regularly scheduled collection, and at the pricing provided for other Residential Units under this Contract. The Contractor shall bring the container(s) to the curb and return the container(s) to the location where it was originally placed. WRRMA shall provide to Contractor, as of the Commencement Date, a schedule of all Side Door Services and the schedule shall be updated by WRRMA by January 15 of each Calendar Year or as determined to be necessary by WRRMA during the Calendar Year.

## **VI. Cart Contract Terms**

For Contract Waste collection services by Contractor herein, the following shall apply:

1. For purposes of carts used for Trash/Refuse, Recycling and Yard Waste collections, the Contractor shall, as requested by WRRMA, provide, maintain, and replace carts as needed, including in the event of claims of stolen or missing carts. The Contractor shall be responsible for providing, during any Term of this Contract and any lawful extension, original and replacement carts as required matching the specifications of the carts with regards to construction, warranty, and labeling. The Trash/Refuse, Recyclables and Yard Waste carts will each have WRRMA approved printing and labeling as "Trash", "Recycling" and "Yard Waste" carts. WRRMA approved instructions shall be provided and attached to each cart with instructions for cart use and care and relevant refuse and recycling program information that WRRMA will assist in developing with the Contractor. All such information shall be consistent with the Contract services.
2. Contractor shall be responsible for ordering carts, taking delivery of carts, assembly and delivering carts to the applicable Residential Units. Contractor shall provide a real time online accessible database of all distributed carts including cart model, cart serial number, address delivered to and RFID code (if applicable).
3. Carts shall be standard ninety-six (96) gallon capacity for Trash/Refuse, Recyclables and Yard Waste. Contractor shall allow Residential Units an opportunity, before initial cart distribution, to opt out of the ninety-six (96) gallon cart for smaller sixty-four (64) and/or thirty-two (32) gallon carts for either Trash/Refuse, Recyclables or Yard Waste. In addition, a six (6) month amnesty period will be provided after the Commencement Date of the Contract or initial delivery of the carts, whichever is later, for Residential Units to request a cart switch as outlined herein without a cost to the Residential Unit. After that six (6) month time period as defined herein, the Contractor may charge a switching cost as defined herein. The registry of adjusted cart orders will be provided to the Contractor prior to cart ordering. All new residents shall be provided a cart or carts upon move-in.

4. All carts requested under this Contract shall be manufactured to the specifications used by the Contractor for their own cart programs with regards to design and construction of the container body, lid, hinges, handles, wheels and axles. Labeling and identification shall be the responsibility of the Contractor but shall be subject to prior approval by WRRMA. Contractor shall ensure that there is a cart warranty for no less than ten (10) full years of coverage on the cart body, and ten (10) full years of coverage on all other cart components. The warranty must specifically provide for no-cost replacement of any component parts which fail in materials or workmanship for the above stated time periods, beginning at the date of original purchase by the Contractor. The Contractor shall keep an inventory of sufficient replacement carts as well as cart replacement parts. Contractor shall perform deliveries, repairs and exchanges of such equipment in a timely manner. Contractor shall maintain the cart storage site which shall include keeping an accurate and up to date cart inventory to meet the service demands of this Contract. Contractor shall receive all shipments of carts, and shall log them into the cart inventory on a timely basis.
5. The Contractor will provide new carts to all additional Residential Units added to the Contract at any time during the Term of this Contract and the amnesty provisions of Section VIII 3 shall apply. Delivery shall also include appropriate educational material as reviewed and approved by WRRMA.
6. The Contractor shall provide an on-going cart maintenance program that completes repairs or replacements within three (3) business days of a request made by WRRMA.
7. The Contractor shall obtain, use and fully maintain an asset tracking software to track all Trash/Refuse, Recyclables and Yard Waste carts distributed and all carts exchanged during the Contract Term. The software must manage cart inventories, cart repairs, cart deliveries, cart switches and other service requests in the field in order to maintain an accurate account database for all carts. This database shall be the foundation for tracking participation in the Recyclables Collection process. This software will maintain the proper code/serial number for each address and, when the changes are made, the updated information will be sent in electronic format to both WRRMA and, if applicable, any recycling participation incentive system provided by the Contractor under this Contract. The Contractor shall make this database available to any recycling participation incentive program provider as directed.

8. Contractor shall provide additional curbside carts to Residential Units for Curbside Trash/Refuse, Recyclables and Yard Waste collection in accordance with the following:
  - a) Residential Units shall have the option to make a one-time payment for an additional ninety-six (96) or sixty-four (64) gallon cart at the prices/rates set forth herein.
  - b) After the amnesty provision, Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for Trash/Refuse with a sixty-four (64) gallon cart. These carts must include the appropriate tracking equipment. The costs of this exchange shall be at the prices/rates set forth herein.
  - c) After the amnesty provision Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for recyclables with a sixty-four (64) gallon cart. The Costs of this exchange shall be at the prices/rates set forth herein.
9. Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace damaged carts at Contractor's sole cost.
10. Contractor shall be responsible for removing all carts at the conclusion of the Contract.

## **VII. Contract Transition Terms**

During the time period between the Effective Date and the Commencement Date, Contractor agrees to meet with WRRMA to conduct a Contract Transition that is intended to ensure the following:

1. That the Contract Waste Services set forth in this Contract are understood and acknowledged.
2. That any "Other Services" set forth in this Contract are understood and acknowledged.
3. That the pricing and rates for all services under this Contract are understood and acknowledged.

4. That the Residential Units serviced by this Contract and the Services to be provided are understood and acknowledged.
5. That the established collection days of services are identified, acknowledged and understood.
6. That any and all initial cart requirements are identified, acknowledged and understood.

#### **VIII. Contract Pricing and Billing Terms**

- A. Contract Waste services and all “other services” under this Contract, as conducted by the Contractor, shall be governed and bound by the pricing and rate schedule set forth herein. No other rates, fees, charges, surcharges or costs shall apply to any services under this Contract unless set forth in the Contract.
- B. The Contractor shall submit to WRRMA and Acceptable Invoice no later than the tenth Calendar Day of the calendar month immediately following the prior month of services. Any invoice not received by WRRMA from Contractor consistent with the timing set forth herein shall be paid by WRRMA to Contractor in WRRMA’s next scheduled payment cycle. Any invoice submitted by Contractor to WRRMA that is not an Acceptable Invoice and not resolved by the tenth Calendar Day, shall also be paid by WRRMA to Contractor in WRRMA’s next scheduled payment cycle.
- C. WRRMA may, at its option, notify Contractor that WRRMA shall receive the Contractor’s invoices by electronic mail. WRRMA shall designate the applicable e-mail addresses for this provision.
- D. A Contractors Invoice shall accurately set forth the Contract Waste services provided under the Contract to Residential Units and any other services as set forth herein.
- E. Any Recyclables Revenue Sharing required to be paid by Contractor to WRRMA shall be paid quarterly during each calendar year under this Contract and shall show all of the data necessary to calculate the amount consistent with the approved Recyclables Revenue Sharing Formula.
- F. Rebate. As defined at Definition CC, WRRMA shall be entitled to a discount of one (1%) percent of the total invoice amount if payment is made to Contractor by WRRMA within thirty (30) calendar days of WRRMA receiving an acceptable invoice as defined at Definition A and

two (2%) percent if payment is made within fifteen (15) days. "Paid by WRRMA" shall mean the date payment is mailed or transmitted from WRRMA to Contractor. WRRMA shall keep payment records accordingly.

**WASHTENAW REGIONAL RESOURCE  
MANAGEMENT AUTHORITY**

**By:** \_\_\_\_\_  
**Its:**

**Dated:** \_\_\_\_\_

**PRIORITY WASTE**

**By:** \_\_\_\_\_  
**Its:**

**Dated:** \_\_\_\_\_



# Tab 13

## Exhibit E -

### Cost Proposal Forms

## **E. RFP RESPONSE PRICING FORM – YEAR 1**

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 12.50 /Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 3.00 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 3.15 /Month (Weekly)

Pricing: \$ 2.85 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## Other Services

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 55.00 /Month for 2 yard capacity  
Pricing: \$ 65.00 /Month for 4 yard capacity  
Pricing: \$ 104.00 /Month for 8 yard capacity  
Pricing: \$ 400.00 /Month for 20 yard capacity per haul  
Pricing: \$ 450.00 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request. Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

## RFP RESPONSE PRICING FORM – YEAR 2

### Residential Trash

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 13.00 /Month

### Residential Yard Waste

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 3.12 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### Residential Recyclables

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 3.28 /Month (Weekly)

Pricing: \$ 2.96 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 56.65 /Month for 2 yard capacity  
Pricing: \$ 66.95 /Month for 4 yard capacity  
Pricing: \$ 107.12 /Month for 8 yard capacity  
Pricing: \$ 412.00 /Month for 20 yard capacity per haul  
Pricing: \$ 463.50 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request. Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

## RFP RESPONSE PRICING FORM – YEAR 3

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 13.52 /Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 3.24 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 3.41 /Month (Weekly)

Pricing: \$ 3.08 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 58.35 /Month for 2 yard capacity  
Pricing: \$ 68.96 /Month for 4 yard capacity  
Pricing: \$ 110.33 /Month for 8 yard capacity  
Pricing: \$ 424.36 /Month for 20 yard capacity per haul  
Pricing: \$ 477.41 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request.  
Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

## RFP RESPONSE PRICING FORM – YEAR 4

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 14.06 /Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 3.37 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 3.54 /Month (Weekly)

Pricing: \$ 3.21 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## Other Services

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 60.10 /Month for 2 yard capacity  
Pricing: \$ 71.03 /Month for 4 yard capacity  
Pricing: \$ 113.64 /Month for 8 yard capacity  
Pricing: \$ 437.09 /Month for 20 yard capacity per haul  
Pricing: \$ 491.73 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request.  
Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

## RFP RESPONSE PRICING FORM – YEAR 5

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 14.62 /Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 3.51 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 3.69 /Month (Weekly)

Pricing: \$ 3.33 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 61.90 /Month for 2 yard capacity  
Pricing: \$ 73.16 /Month for 4 yard capacity  
Pricing: \$ 117.05 /Month for 8 yard capacity  
Pricing: \$ 450.20 /Month for 20 yard capacity per haul  
Pricing: \$ 506.48 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request.  
Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

## RFP RESPONSE PRICING FORM – YEAR 6

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 15.21 /Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 3.65 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 3.83 /Month (Weekly)

Pricing: \$ 3.47 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## Other Services

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 63.76 /Month for 2 yard capacity  
Pricing: \$ 75.35 /Month for 4 yard capacity  
Pricing: \$ 120.56 /Month for 8 yard capacity  
Pricing: \$ 463.71 /Month for 20 yard capacity per haul  
Pricing: \$ 521.67 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request.  
Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

## RFP RESPONSE PRICING FORM – YEAR 7

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 15.82 /Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 3.80 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 3.99 /Month (Weekly)

Pricing: \$ 3.61 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 65.67 /Month for 2 yard capacity  
Pricing: \$ 77.61 /Month for 4 yard capacity  
Pricing: \$ 124.18 /Month for 8 yard capacity  
Pricing: \$ 477.62 /Month for 20 yard capacity per haul  
Pricing: \$ 537.32 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request.  
Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

## RFP RESPONSE PRICING FORM – YEAR 8

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 16.45 /Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 3.95 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 4.15 /Month (Weekly)

Pricing: \$ 3.75 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 67.64 /Month for 2 yard capacity  
Pricing: \$ 79.94 /Month for 4 yard capacity  
Pricing: \$ 127.91 /Month for 8 yard capacity  
Pricing: \$ 491.95 /Month for 20 yard capacity per haul  
Pricing: \$ 553.44 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request.  
Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

## RFP RESPONSE PRICING FORM – YEAR 9

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 17.11 /Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 4.11 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 4.31 /Month (Weekly)

Pricing: \$ 3.90 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## **Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 69.67 /Month for 2 yard capacity  
Pricing: \$ 82.34 /Month for 4 yard capacity  
Pricing: \$ 131.74 /Month for 8 yard capacity  
Pricing: \$ 506.71 /Month for 20 yard capacity per haul  
Pricing: \$ 570.05 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request.  
Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

## RFP RESPONSE PRICING FORM – YEAR 10

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$ 17.79 /Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$ 4.27 /Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$ No Bid /Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$ No Bid /Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$ No Bid /Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$ 4.48 /Month (Weekly)

Pricing: \$ 4.06 /Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$ No Bid /Month (Weekly)

Pricing: \$ No Bid /Month (EOW)

## Other Services

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

Pricing: \$ 71.76 /Month for 2 yard capacity  
Pricing: \$ 84.81 /Month for 4 yard capacity  
Pricing: \$ 135.70 /Month for 8 yard capacity  
Pricing: \$ 521.91 /Month for 20 yard capacity per haul  
Pricing: \$ 587.15 /Month for 30 yard capacity per haul

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ 250.00 /Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

\*\$60.00 rate to exchange a cart for a different size after the 6-week amnesty period defined in the RFP Pre-Bid Meeting Questions and Answers Addendum.

Pricing: \$ 125.00 /96 Gallon Cart  
Pricing: \$ 125.00 /64 Gallon Cart  
Pricing: \$ N/A /32 Gallon Cart

\*initial yard waste cart for all communities is included at no additional cost, and initial trash cart for the City of Ypsilanti is included at no additional cost. Regular maintenance and replacements are provided at no additional cost.\*

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \*TBN / month as extra cost above the normal pricing per month

\*To Be Negotiated at the time of the request. Each community has varying levels of service and determining costs in this fashion is too vague to provide a quote.\*

**SECTION 5**

**CONTRACT**

**WASHTENAW REGIONAL RESOURCE**

**MANAGEMENT AUTHORITY**

**AND**

**PARTICIPATING MEMBER MUNICIPALITY**

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**A CONTRACT AUTHORIZED UNDER MCL 123.305**

## MEMBERSHIP CONTRACT UNDER MCL 123.305

THIS MEMBERSHIP CONTRACT, UNDER MCL 123.305 ("Contract"), made this \_\_\_\_ day of \_\_\_\_\_, 2025, between the WASHTENAW REGIONAL RESOURCE MANAGEMENT AUTHORITY, a Michigan Incorporated Municipal Authority enabled and established under MCL 123.301 et. seq. (hereinafter the "Authority"), and \_\_\_\_\_, a Michigan Municipal Corporation (hereinafter the "Municipality"), and states the following:

### WITNESSETH:

WHEREAS, as a member community of the Authority, the Municipality desires to contract with the Authority as allowed under MCL 123.305 and avail itself of the services to be provided by the Authority to the Municipality; and

WHEREAS, the Authority is enabled and incorporated under a valid and controlling Michigan law, MCL 123.301 et. seq., and is established as an authority to provide, contract for, and make available the services desired by, and authorized by, the Municipality as set forth herein; and

WHEREAS, the Municipality and the Authority wish to enter into this Contract and be bound accordingly; and

WHEREAS, the Authority represents it has the authority under the law to enter into and be bound by the terms of this Contract; and

WHEREAS, the Municipality represents it has the authority under the law to enter into and be bound by the terms of this Contract.

NOW THEREFORE, and for acknowledged and valuable consideration, and as otherwise allowed at MCL 123.305, the Authority and the Municipality hereby do agree as follows:

### 1. General Definitions

(a) The term "**municipal solid waste**" ("MSW") shall have the definition as set forth in RFP Document developed and approved by the Authority in furtherance of an acceptable Service Contract under MCL 123.306 for services commencing in 2025.

(b) The term "**yard waste**" shall have the definition as set forth in RFP Document developed and approved by the Authority in furtherance of an acceptable Service Contract under MCL 123.306 for services commencing in 2025.

(c) The term "**recyclables**" shall have the definition as set forth in RFP Document developed and approved by the Authority in furtherance of an acceptable Service Contract under MCL 123.306 for services commencing in 2025.

(d) The term "**Total Service Charge**" as used herein shall mean the total sum of the Municipality's costs for the collection, processing and lawful management of MSW, yard waste and recyclables and all other administrative and invoicing services performed for the Municipality by the Authority under an approved Service Contract under MCL 123.306.

(e) The term "**Service Contract**" as used herein shall mean the contract(s), under MCL 123.306, entered into by the Authority with a Contractor or Contractors to provide the services herein for the collection, handling, processing and disposal of the designated and applicable MSW, yard waste and recyclables. Any Service Contract shall be the result of an Authority approved RFP process.

## 2. Services

The Municipality agrees, by way of this Contract, to allow the Authority to collect, manage and deliver to the Authority's designated sites, all of the applicable and designated MSW, all of the applicable and designated yard waste and all of the applicable and designated recyclables collected from within the Municipality as defined in the approved RFP process and as reduced to a controlling Service Contract between the Authority and the applicable service provider(s).

## 3. Management by Authority

The Authority, on behalf of and to the benefit of the Municipality, agrees to lawfully manage and administer the Service Contract for the management of all applicable and designated MSW, yard waste and recyclables for the Municipality.

## 4. Payment and Dispute Resolution

The Municipality hereby agrees and promises to pay to the Authority such sums of money as may be due for all services rendered to the Municipality by the Authority. To the extent the Municipality disputes any amount due to the Authority, the Municipality shall notify the Authority in writing accordingly and the Authority and the Municipality shall have 30 days to discuss and resolve the dispute without any interest on the disputed amount due. The administration of the Authority is permitted to resolve such disputes that total less than \$5,000.00. Any other dispute resolution must be reviewed and approved by the Authority's Board by an affirmative vote process.

## 5. Service Rates

### A. Total Service Charge

(1) The Total Service Charge for services by the Authority to the Municipality under a Service Contract for the collection, handling and lawful management of all contracted MSW, all contracted yard waste and all contracted recyclables, shall be determined and set, from time to time, by the Authority's Board based on the total costs of administering and funding the approved Service Contract.

(2) Unless the Total Service Charge, as defined herein for the first year of the term starting September \_\_, 2025 through August \_\_, 2026 is set, after a full RFP and contractor selection process, to be at least five (5%) percent lower than the total costs then being incurred by the Municipality for its existing services (in the sole and exclusive judgment of the Municipality), the Municipality may terminate this Contract. If that termination negatively impacts the Total Service Costs to the remaining participating Municipalities under the Service Contract, each impacted Municipality may, at its sole discretion, terminate this Contract.

(3) If the Total Service Charge for the first year of the first term of an approved Service Contract is determined by the Municipality (in the sole judgment of the Municipality) to be at least five (5%) percent lower than the total costs then being incurred by the Municipality for the services to be provided by the Authority, this Contract shall remain binding and effective on the Authority and the Municipality provided the following terms are in place under the Service Contract(s) approved by the Authority following the RFP and contractor selection process:

- a. Subject to negotiated and appropriate fuel adjustments, the Total Service Charge going forward under the Service Contract(s) shall not increase by greater than three (3%) percent annually for any term of the Service Contract; and
- b. The duration of the Service Contract(s) shall be ten (10) years with a ten (10) year renewal option at the sole discretion of the Authority; and
- c. The Service Contract(s) shall be subject to at least four (4) reopeners at the option of the Authority to review pricing and performance issues during any ten (10) year term.

B. Payment of Charges

The Authority shall invoice the Municipality monthly for services administered by the Authority during the preceding month. The Municipality shall pay such invoice within thirty (30) days of the invoice date. If the invoice is not paid by the due date, and subject to the payment and dispute resolution process set forth above at provision number 4, there shall be added the sum of 10% of the amount of the invoice, plus 1% for each month that said account is delinquent and the Municipality agrees and promises to pay such penalties without dispute.

6. Non-Solicitation

The Municipality agrees, pledges and promises to not solicit separate bids or RFP's for any of the services addressed in this Contract during the period of time from the Authority's approval of an RFP through the Authority's selection of a Contractor(s) following the approved RFP process.

7. Appropriations

The Municipality shall, as a part of its general budget, appropriate and raise each year a sum sufficient to pay for the services to be rendered under this Contract by the Authority, but the obligation of the Municipality shall not be limited to the amount so appropriated.

8. Articles of Incorporation

The terms of the Articles of Incorporation of the Authority, and the applicable Michigan statute provisions under which the Authority is incorporated, being MCL 123.301 et. seq., shall be deemed to be a part of this Contract and are hereby incorporated in full by reference.

9. Municipality Contracts

All Contracts, under MCL 123.305, between the Authority and any member community shall, as to all material terms, be consistent.

10. Effective Dates

This Contract is effective on execution. On \_\_\_\_\_, 202\_\_\_\_, this Contract will fully supersede and take the place of any prior agreements and amendments between the Authority and the Municipality.

This Contract shall become effective upon execution by the parties hereto and continue through the expiration of the Service Contract(s) and its renewable period as set forth at Provision number 5(A)(3)(b) above.

IN WITNESS WHEREOF, the parties hereto have, by action of their respective governing bodies, caused this Contract to be executed by their duly authorized officers, the day and year first above written.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WASHTENAW REGIONAL RESOURCE  
MANAGEMENT AUTHORITY

By: \_\_\_\_\_  
Chair of the Board of Trustees

By: \_\_\_\_\_  
Secretary of the Board of Trustees

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

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

Its \_\_\_\_\_, \_\_\_\_\_

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

Its \_\_\_\_\_, \_\_\_\_\_

CITY / TOWNSHIP

STATE OF MICHIGAN            )  
                                          )ss:  
COUNTY OF WASHTENAW )

I, the undersigned, the \_\_\_\_\_ Clerk of the \_\_\_\_\_, Washtenaw County, Michigan, do hereby certify that the attached contract was presented to the \_\_\_\_\_ of said \_\_\_\_\_ at a \_\_\_\_\_ meeting held on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, at \_\_\_\_\_ o'clock p.m., Eastern Standard Time, at which meeting \_\_\_\_\_ of the members of said \_\_\_\_\_ were present, and that the execution of said contract was authorized by the following resolution, which is a true and complete copy of a resolution adopted on \_\_\_\_\_, 202\_\_\_\_, the original of which is recorded in the official proceedings of the \_\_\_\_\_ to wit:

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

RESOLVED: That a certain contract between the Washtenaw Regional Resource Management Authority and the \_\_\_\_\_, whereby the said Authority shall collect, process and lawfully manage of the municipal solid waste, yard waste and recyclables accumulating within this municipality, and the \_\_\_\_\_ shall pay the Authority for this service at rates established annually by the Authority Board of Trustees for an indefinite period, but at least to \_\_\_\_\_, 202\_\_\_\_, be and the same is hereby ratified and approved as presented.

BE IT FURTHER RESOLVED, that the \_\_\_\_\_ and the Clerk of the \_\_\_\_\_ be and are hereby authorized and directed to execute said contract as presented with the Washtenaw Regional Resource Management Authority, for and on behalf of the \_\_\_\_\_.

YEAS:

NAYS:

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_ day of \_\_\_\_\_, A.D., 202\_\_\_\_.

\_\_\_\_\_  
Clerk of \_\_\_\_\_



**Barr,  
Anhut &  
Associates, P.C.**  
ATTORNEYS AT LAW

105 Pearl Street  
Ypsilanti, MI 48197  
(734) 481-1234  
Fax (734) 483-3871  
www.barrlawfirm.com  
e-mail: jbarr@barrlawfirm.com

John M. Barr

Jesse O'Jack ~ Of Counsel  
Tobias J. Lipski ~ Of Counsel  
Jennifer A. Healy ~ Legal Assistant

REQUEST FOR LEGISLATION

DATE: October 10, 2024

FROM: John M. Barr, Ypsilanti City Attorney

SUBJECT: Resolution to accept \$3,000,000 grant from the State of Michigan for Frog Island Parking Lot and DPS yard building renovation

SUMMARY/BACKGROUND

The City Frog Island Park is very popular and many Ypsilanti residents and others use and enjoy it. The parking lot is sub-par and in need of renovation for the convenient and safety of Park users.

The City DPS facility, yard and buildings and fixtures is a safety concern and in need of immediate renovation and improvement.

The City applied to the State of Michigan and with the help of Senator Irwin received a \$3,000,000 grant for the Frog Island Park parking lot and the DPS facility. The grant specifies that of the grant funds "no less than \$1,000,000.00 should be used for Frog Island Parking lot infrastructure improvements, and the remainder should be used for Department of Public Works infrastructure improvements."

Attached is a resolution to approve the receipt of the grant and direct the funds to be used not less than \$1,000,000 for the Frog Island Parking lot and the remainder for the DPS facility improvements.

RECOMMENDED ACTION: Review and adoption of proposed resolution.

---

DATE RECEIVED: \_\_\_\_\_ AGENDA ITEM NO.

CITY MANAGER COMMENTS:

FOR AGENDA OF: \_\_\_\_\_ FINANCE DIR. APPROVAL

COUNCIL ACTION TAKEN:

RESOLUTION TO ACCEPT STATE OF MICHIGAN \$3,000,000 GRANT  
FOR FROG ISLAND AND DPS FACILITY

IT IS RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI that:

Whereas The City Frog Island Park is very popular and many Ypsilanti residents and others use and enjoy it. The parking lot is sub-par and in need of renovation for the convenient and safety of Park users, and

Whereas The City DPS facility, yard and buildings and fixtures is a safety concern and in need of immediate renovation and improvement, and

Whereas, The City applied to the State of Michigan and with the help of Senator Irwin received a \$3,000,000 grant for the Frog Island Park parking lot and the DPS facility. The grant specifies that of the grant funds "no less than \$1,000,000.00 should be used for Frog Island Parking lot infrastructure improvements, and the remainder should be used for Department of Public Works infrastructure improvements."

NOW THEREFORE,

The City of Ypsilanti, the Ypsilanti City Council, accepts the State of Michigan \$3,000,000 grant and certifies that not less than \$1,000,000 of the grant funds will be used for the Frog Island Parking Lot infrastructure improvements and the remainder be used for the Department of Public Works infrastructure improvements.

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:            NO:            ABSENT:            VOTE:

## **Key Information for Grantees**

PA 121 of 2024, the FY25 Michigan budget and FY24 supplemental, includes funding for special grants intended for a single recipient. The budget includes language (called boilerplate) that provides a description of the project as well as certain requirements that all projects must comply with. Boilerplate language is binding and all projects must comply with the rules and regulations contained in the language.

You can find the budget bill [here](#). Transparency boilerplate was included in all department budgets and the FY24 supplemental.

Important information to note:

- The attached application will be used to develop and execute a grant agreement between each grantee and the relevant department. Grantees should work with their Legislative Sponsor to return the following application form to the State Budget Office.
- All applications must be submitted and legislative sponsors identified no later than December 13, 2024 pursuant to boilerplate.
- Eligible grantees include: units of local government, public authorities or other political instrumentalities, institutions of higher education, other state departments, entities registered with the department of licensing and regulatory affairs (LARA) or the department of attorney general (AG) that have been in existence for at least 12 months, or other entities that can demonstrate through tax filings or government records that they have been in existence for at least 12 months.
  - To check registration with LARA, check [here](#):  
<https://cofs.lara.state.mi.us/SearchApi/Search/Search>
  - To check registration with AG, check [here](#):  
<https://www.ag.state.mi.us/CharitableTrust/frmDisclaimer.aspx>
- Please ensure primary grant contact on the application is the fiduciary contact for the project.
- If the attached application is incomplete or missing information, grant processing may be delayed.
- To receive funds, all organizations must be registered in the State of Michigan SIGMA Vendor Self-Service (VSS) System. More information about registering for VSS can be found [here](#).
- Within 60 days of an executed grant agreement, an initial disbursement of up to 50% will be provided to the grantee. Please note, a 50% initial payment is not guaranteed nor required, and any advanced payments may be subject to additional approvals from the Office of Financial Management pursuant to the Financial Management Guide of the State of Michigan. (Defined terms and conditions are included in the grant agreement).

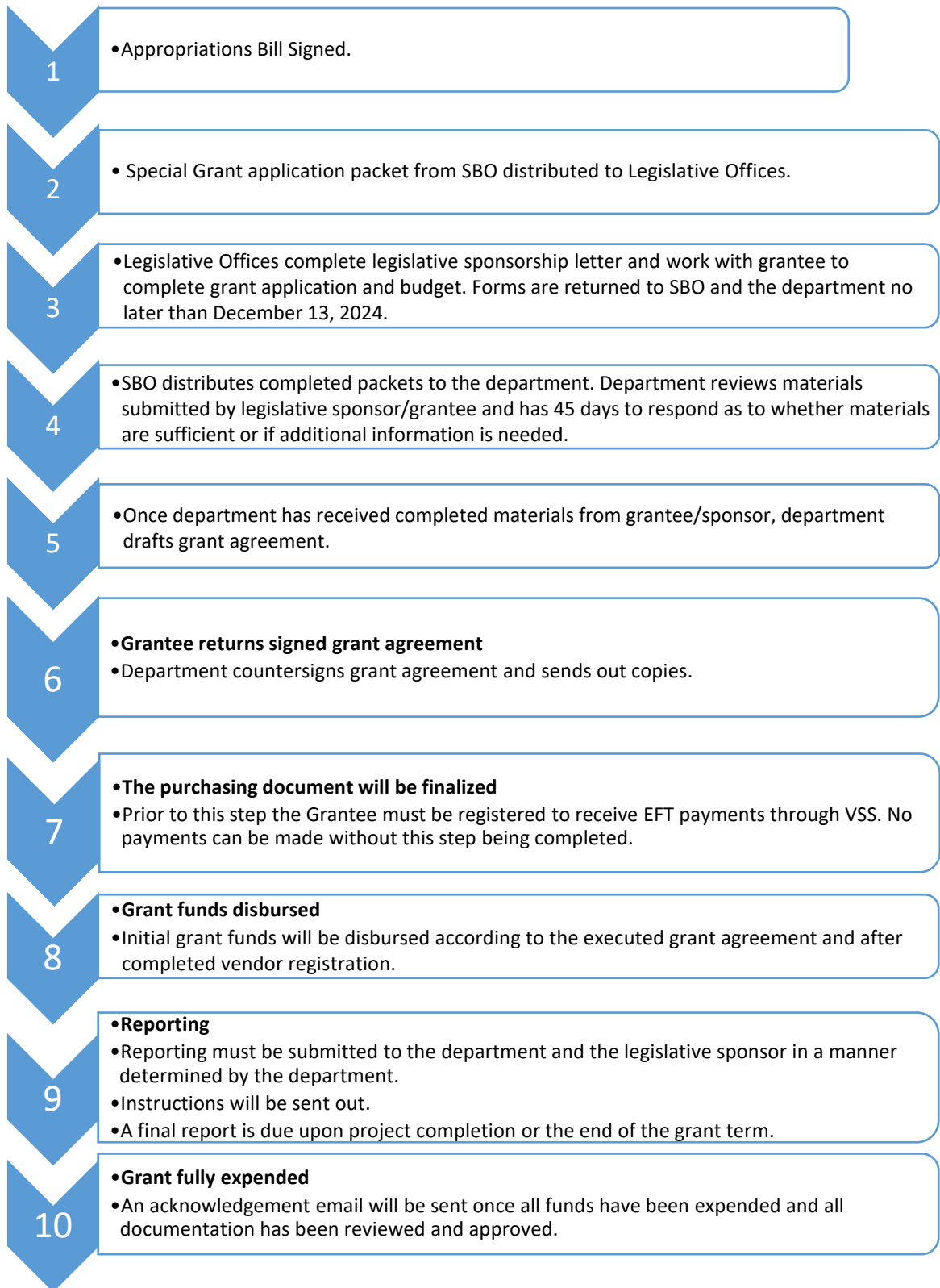
- After the initial disbursement, additional funds will be disbursed on a reimbursement basis after verification that previous funds were expended in accordance with the project purpose.
- There is no requirement to have match funds for the grant.
- The grant cannot be increased or deviated from the boilerplate language.
- Grant funds can only be used for expenditures that occur on or after the effective date of the appropriations act unless otherwise specified in department policy.
- Any interest over \$1,000 earned on grant funds, while in the possession of the grantee, must be returned to the State of Michigan.
- Any questions that arise prior to submitting a grant application should be directed to the Grantee's Legislative Sponsor.
- Any questions that arise after submitting a grant application should be directed to the department.
- For timing and next steps, please review the attached process document.

Completed application materials can be submitted to:

[DTMB-SBOGrantForms@michigan.gov](mailto:DTMB-SBOGrantForms@michigan.gov)

## Special Grant Process

This process flow is a general guideline; some projects will differ. Please feel free to contact us at any time if you have questions or concerns related to the process or the specifics of your grant.



## Special Grant Application Form

Official Grantee:

Grantee Full Address:

Grantee Primary Contact:

Phone:

Email:

Legislative Sponsor(s):

Appropriated Amount:

### Questions for Legislative Sponsor

1. Is the legislative sponsor and/or any family members of the legislative sponsor associated with this organization? (Ex: board member, employee, financial donor, etc.)

If so, please explain:

2. Does this grant comply with the provisions of Article IV, §10 of the Michigan Constitution and PA 318 of 1968, MCL 15.301 to 15.310?

### Questions for Official Grantee

1. Is the grantee a unit of local government, public authority or other political instrumentality as authorized by law, institution of higher education, or other state department?

2. If no, is the entity registered with the department of licensing and regulatory affairs or the department of attorney general and been in existence for at least the 12 months preceding the effective date of this act?\*

3. If the answers to #1 and #2 are no, does the grantee have other state or federal tax filings or other government records that demonstrate the grantee has been in existence for at least the 12 months preceding the effective date of this act?

If yes, please attach any relevant records.

4. Please describe the public purpose of the project, demonstrating it is consistent with language authorizing grant in PA 121 of 2024. Please provide additional explanation that gives more detail than is currently contained in the boilerplate language.

\*Grantees can check registration with LARA [here](#) and with AG [here](#).

5. Fill out the anticipated dollar amount for each respective category of the budget, using the excel budget form provided. Please note the general administrative expense cannot exceed 10% of the grant amount.

6. Anticipated time-frame for each cost identified in the budget (this will reflect the period of the grant).

|  |
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7. I acknowledge that the boilerplate language related to this grant has been read and confirm that all requirements for the grantee and project comply with the boilerplate language pertaining to this grant. (Sign to acknowledge)

8. I acknowledge that I will be required to submit progress reports and a final report including:

- i. A summary of the Grant Activities performed over the period determined by the department;
- ii. An accounting of Grantee's actual expenditure of all funds on the Project over the period determined by the department, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and
- iii. Any other information deemed relevant by Grantee to support the Grant Activities actually performed.

9. Identify authorized signer(s) for Grant Agreement.

|  |
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10. Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the department.

**NOTICE:**

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.

Special Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a ":" please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

|                          |                        |                            |               |               |       |
|--------------------------|------------------------|----------------------------|---------------|---------------|-------|
| 1. Grantee:              |                        | 2. Project Title           |               |               |       |
| 3. Project Cost Elements |                        | 4. Funding Sources         |               |               |       |
| Activities               | Other/Additional Notes | Michigan Enhancement Grant | Local Funding | Other Funding | Total |
|                          |                        |                            |               |               |       |
| Total                    |                        | \$ -                       | \$ -          | \$ -          | \$ -  |

Water & Sewer Infrastructure  
Trail Infrastructure  
Road Infrastructure  
Sidewalk & Parking Infrastructure  
Park/Playground Improvements  
Architecture  
Engineering  
Building Repair & Maintenance  
Infrastructure Hard Costs (Materials)  
Construction:  
Construction Contingency  
Environmental  
Supplies:  
Equipment:  
Printing  
Marketing  
Sub-Grants/Scholarships  
Training  
Occupancy Costs  
Health Center/Clinic Operations  
Consultants/Outside Contractors  
IT Costs  
Medical Equipment  
General Admin Costs Necessary to Implement the Project (staff costs, etc.):  
Additional General Admin (10% Max)  
Other:



Resolution No. 2024-240  
October 15, 2024

**Whereas, it is in the interest of the entire Ypsilanti community to have a safe and welcoming downtown for all Ypsilanti residents, business owners, and visitors; and**

**Whereas, the downtown currently has areas where safety is a significant concern for many of Ypsilanti's residents, visitors, and business owners; and**

**Whereas, it is appropriate to focus on the safety concerns of the entire community and ensure that we have a thriving downtown; and**

**Whereas, the effort to concentrate services in the downtown core has had a significant impact on the downtown community as a whole, including an impact on public safety and health; and**

**Whereas, business owners and property owners have an interest in ensuring that the city takes measures to promote a safe and vibrant downtown that serves a diverse clientele; now, therefore, be it**

**RESOLVED, that the city manager is hereby directed to use all appropriate resources, including police presence, to ensure a safe downtown for all residents, visitors, and business owners; be it further**

**RESOLVED, that these resources shall be used to uphold and respect the civil rights of all residents, visitors, and business owners.**

OFFERED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

YES:

NO:

ABSENT:

VOTE: