

THE WASTE COLLECTION AND DISPOSAL CONTRACT FOR

This Contract dated September 4, 2024 between the City of Sylvan Lake, a Michigan Municipal Corporation, hereinafter referred to as the “City” and Standard Waste Services, hereinafter referred to as the “Contractor”.

1. This Contract will commence on October 1, 2024 and the number of residential units scheduled for service is 815, however, this number is subject to ongoing adjustments as defined in Attachment “A”. For and in consideration of the payments to the Contractor, by the City, as specified in Section 5 below and defined in detail in Attachment “A”, the Contractor agrees to establish and maintain on Thursday of each week, a Garbage, Yard Waste and Curbside Recycling collection service at each of the 815 residents in the community. In addition to these ongoing services Contractor will provide a seasonal roadside Leaf Vacuum service during the last two weeks of October, the whole month of November and the first two weeks of December. A schedule defining the terms of service for the leaf vacuum program is contained in Attachment “D” (however the price for these services is included in Attachment “A”). The Policies and Procedures used by Contractor in servicing this Contract, together with the requirement for each residence, are set out in Attachment “B”.

The scheduled day for the City of Sylvan Lake will be **Thursday**.

Waste collective services will not be scheduled on the following statutory holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of these holidays fall on or before Thursday, which is the scheduled service day for the City, the actual day of service will be moved back by one day for that week only.

2. For the purpose of this Contract “Refuse”, “Garbage” and “Yard Waste” shall be defined as follows:

A. Garbage. Putrescent waste resulting from the handling, preparation, cooking and consumption of food, or wastes resulting from the handling, storage and packaging of the same

B. Refuse. Non-putrescent waste, including , but not limited to, paper, cartons, boxes, barrels, non-combustible waste, such as crockery glassware and other household items. Refuse shall not include soils and other excavated materials from construction and landscaping, or waste from remodeling projects, roofing repairs and replacement, shingles and siding, human or animal excreta or any waste resulting from industrial processes or manufacturing operation. Individual household items in excess of 50 pounds in weight will not be considered as refuse and will be included in the special pick up items listed in Paragraph D below.

C. Yard Waste. Contractor shall pick up at curbside on a weekly basis. Yard waste will include grass clippings, trimmings from shrubs and trees, and other greenery from general yard maintenance operations. It will be collected as a separate waste stream from the refuse and garbage defined above. It must be contained in approved biodegradable paper sacks, or in plastic bins with attachable covers or lids. These bins will be clearly marked YARD WASTE.

If any large bushes and trees are included they must be in bundles less than 4 feet long, weigh less than 50 pounds, and no tree limbs in excess of 2" in diameter will be accepted. If the total yard waste exceeds fifty pounds, then multiple bags and or bundles must be used. Any such bundles must be securely fastened with twine, rope, or any other biodegradable fastening material. Yard Waste collection shall be provided from the first designated day in April through the last collection day in November. The Contractor shall also collect all Christmas trees placed at the curb for disposal.

D. Special Pick-Up Item. This class of waste includes large household items such as furniture, mattresses, and household appliances such as washers, dryers, stoves, refrigerators and freezers.

E. Recycling Service and Recyclables. This class of waste will be collected on a weekly basis. Each residence wishing to participate in the recycling collection program must have a blue recycling bin or obtain one from City Hall. A limited number of recycling bins will be available at City Hall and once the bins have been distributed they will become the property of the City, or the resident if bin is purchased.

The following items will be included in the recycling program. All paper and newsprint, but with no glossy paper if possible, metal containers, glass containers and #1-7 plastic containers (excluding bags and Styrofoam). In all cases the glass, metal and plastic containers must be clean and free of any associated waste materials. If any containers are soiled, they will be set aside and the waste truck will collect them for disposal at the landfill.

F. Leaf Vacuum. This seasonal program will remove all fallen leaves within the City once they have been raked by residents to the curb side in each of the city streets. The leaf collection program will commence on the first Monday of the third week in October and will continue on a weekly basis until the last Thursday of the second week in December. In each calendar year a schedule will be provided to the City by the end of September and copies can then be made available to residents so as to ensure that they understand the program.

3. The Contractor shall furnish its own leak proof waste collection vehicle, and all other equipment required for its performance under this contract. It shall operate as an independent contractor with full and complete responsibility and individual liability for any property damage, personal injury to itself, its employees or any other third party. It shall carry adequate Worker's Liability Compensation, Public Liability and Property Damage Insurance to cover all of its operations in the performance of the terms of this contract. As evidence of such coverage, Contractor shall deposit with the City a copy of the Contractor's Comprehensive Liability Insurance Policy, showing coverage in the amount of \$1,000,000.00 and a copy of the Worker's Compensation Insurance Policy in the amount of \$1,000,000.00.

4. The Contractor shall provide and maintain a waste disposal site for the disposal of the garbage, refuse and yard waste collected by it and shall comply with all applicable State and County rules and regulations relating to such waste disposal sites.
5. The Contractor shall offer Rewards for Recycling, an incentive program designed to encourage and promote proper recycling habits. This program will offer residents local, regional and national coupons for their recycling efforts and all residents will be able to participate in monthly gift card drawings.
6. The charges for these services will be invoiced to the City office on the first day of each month, preceding the provision of such services by Contractor, each invoice for monthly waste collection service shall be due and payable on or before the twentieth day of their month in which service is provided, but not later than the first day of the month following each monthly service period. The Contract Pricing Schedule, provided in Attachment "A", defines the fixed charge per month, the number of stops per week at the commencement of this contract and the extended charges on a monthly and annual basis subject to the period defined in Paragraph 7 below.
7. This contract shall remain in full force and effect for the period of October 1, 2024 through December 31, 2029. The City shall have the option to extend the Contract for three additional years pursuant to the price terms in Attachment "A".
8. After an initial 30 day start up period, the City shall have the right to terminate Contract, if, after an administrative review, it is clear that the services provided by the Contractor are not within accepted waste industry standards and the Contractor has failed to remedy upon adequate notice from the City. In addition, if at any time during the first twelve months of the contract the City Manager or his designated representative, believes the service does not meet these generally accepted standards, the City shall provide the Contractor with written notice as the specific nature of any deficiencies. Upon receipt of such a notice the Contractor shall have 20 days in which to rectify the problem to the satisfaction of the City Manager, the continuation of the Contract may be subject to a review by the Sylvan Lake City Council and if the problem is not fixed the City Council may terminate the contract by majority board action.
9. The Contractor agrees to indemnify and hold harmless the City and any and all of its employees, agents or assigns from any liability arising out of its performance under this Contract, including but not limited to, any and all damage to property and any and all damage to persons.
10. This Contract constitutes the entire agreement between the two parties. It may not be changed or modified except in writing, signed by the parties hereto.

CITY OF SYLVAN LAKE

City Manager	Dated
Clerk	Dated
Witness	Dated
Standard Waste Services	Dated
Witness	Dated

ATTACHMENT “A”

CONTRACT PRICING SCHEDULE

RESIDENTIAL

CONTRACT PERIOD	COST PER STOP	NUMBER OF STOPS	COST PER MONTH	COST PER YEAR
10/1/24-12/31/24	\$12.13	815	\$9,885.95	\$29,657.85
1/1/25—12/31/25	\$21.06	815	\$17,163.90	\$205,966.80
1/1/26—12/31/26	\$21.90	815	\$17,848.50	\$214,182.00
1/1/27—12/31/27	\$22.78	815	\$18,565.70	\$222,788.40
1/1/28—12/31/28	\$23.69	815	\$19,307.35	\$231,688.20
1/1/29—12/31/29	\$24.63	815	\$20,073.45	\$240,881.40

LEAF VAC (Note: Pricing only required if Contractor plans to bill the City separate from Residential Pricing)

YEAR	UNITS	RATE	MONTHLY	ANNUAL
10/1/24-12/31/24	815	\$4.72	\$3,846.80	\$46,161.60
1/1/25—12/31/25	815	\$4.92	\$4,009.80	\$48,117.60
1/1/26—12/31/26	815	\$5.11	\$4,164.65	\$49,975.80
1/1/27—12/31/27	815	\$5.31	\$4,327.65	\$51,931.80
1/1/28—12/31/28	815	\$5.52	\$4,498.80	\$53,985.60
1/1/29—12/31/29	815	\$5.74	\$4,678.10	\$56,137.20

- The first year pricing schedule is based upon the adjustments to the total number of stops, as specified in Paragraph 1.

The number of stops will be adjusted based on the number of improved residential properties, including demolition and construction permits issued by the City on an annual basis and communicated to the Contractor. New stops may be added at any time. Service will commence on the first service day after the Contractor is provided with a new stop notice specifying address.

_____	_____	_____
City of Sylvan Lake	City of Sylvan Lake	Standard Waste Services
City Manager	Clerk	

Witness _____	_____
Print Name	Signature

Dated: _____

ATTACHMENT "B"

WASTE COLLECTION POLICIES AND PROCEDURES

1. All refrigerators and freezers must have the Freon refrigerant removed by the resident prior to placement at the curb for pick up. If these type items are not tagged they will be marked by the driver of the collection vehicle with a request to contact the Contractor to arrange for the removal of the refrigerant materials. Whenever any special pick-up type items are scheduled for disposal, the resident must contact the Contractor 24 hours prior to their scheduled pick up to ensure the Special Items are collected as a separate waste stream. In the absence of prior notice for such items the Contractor will attempt to remove any such items placed out for disposal during the scheduled waste collection service. Freon removal is provided to residents.
2. As a specific exception to this large item pick up program, the Contractor will not pick up items that are the result of rental property evictions. In such cases, the landlord or his designated representative must contact the Contractor, or City authorities, and make specific arrangement for the removal of any such items. There will be an additional charge to the property owner of \$15 per hopper filled.
3. Garbage, refuse, yard waste and any special pick up items shall be placed at the curb immediately adjacent to the main street, by the resident by 7:00 am on the day of scheduled day for waste collection service and the waste collection vehicles will commence after 7:00am, but avoiding, wherever possible, any conflict with the school bus schedules.
4. The Contractor will also provide special services to specific stops. In general, this service is defined as the Handicapped Stop List. This list of stops will be generated by agreement between the parties. The City will accept application for this service, when approved the residents will be notified that they have been placed on the list. In most cases these are older residents that live alone, or those with a specific handicap, that prevents them from placing waste at the curb. These stops will be provided with pick up service, at a location on the property, reasonably defined by the resident; however, it must be located outside the actual residence itself.
5. The Contractor shall provide a number of City locations as defined in the attached list that is headed "City of Sylvan Lake Dumpster List", this list will provide the location and the size of the Dumpster together with a schedule for emptying each container. In addition, any special services from the Contractor, utilizing 2,4,6, and 8 yard dumpsters, as well as roll-off and others required by the City, or a city resident, will be subject to discounted rates from those normally charged for this service.
6. The residences shall place the waste materials in standard leak proof plastic garbage containers, with at least one external handle, not exceeding 30 gallons in capacity. It must not weigh more than 50 pounds when filled with garbage and refuse. As an alternative, the garbage and refuse may be placed in plastic garbage bags, of sufficient strength to retain the contents during handling and loading procedures. Newspapers may be tied with string, or other biodegradable materials, into bundles, or placed in plastic bag or other watertight containers. The Contractor will provide large 64 or 95 gallon wheeled carts, at cost (approximately \$90) to any resident wishing to purchase one. The containers for yard waste shall be similar in size, to the plastic garbage containers, with the same gross weight limits, but such containers must be clearly marked YARD WASTE. These stickers will be provided to the residents before the contract begins. Stickers will also be made available in the City office. If the yard waste is not placed in a marked plastic container, it MUST be placed in biodegradable paper sacks.

ATTACHMENT "C"

CITY OF SYLVAN LAKE DUMPSTER LOCATION LIST

LOCATION	SIZE	EMPTY SCHEDULE
City Hall 1820 Inverness		Twice a week or as needed
Community Center 2456 Pontiac Drive		

ATTACHMENT "D"

LEAF VACUUM SCHEDULE

The City will be cleaned on Monday through Thursday, and on Friday when required. The City will be split into sections to ensure that it is cleaned as quickly and efficiently as possible. There will be a clear division of streets in each Section such that whole streets, or complete sections of whole streets, are cleaned on each day of the three day schedule to prevent blowing problems.

The leaf collection program will be provided for the last two weeks of October, four weeks in November and the first two weeks in December. An agreed schedule will be completed on or before the first Monday of September in each year of the contract.

It is understood that the leaf collection program is subject to amenable weather conditions, both at the start in October and at termination in December. Therefore, this agreement allows for the start up and termination days to be adjusted by agreement between the Contractor and the City Manager. If the program has to be terminated in December due to heavy snowfall, Contractor will try to finalize the lean clean up in the spring. Only the outstanding days on the contract will be provided for at this time and if additional days are needed additional payments will be agreed between parties at that time.

*Should circumstances require Contractor to operate within the City for five days a week during the planned leaf collection schedule, additional leaf vacuum services shall be provided to the residents at no additional cost to the City.