



**CITY OF PLYMOUTH
MEETING MINUTES**

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CITY OF PLYMOUTH
CITY COMMISSION MEETING
MONDAY, SEPTEMBER 15, 2014, 7:00 p.m.

SWEARING OF COMMISSIONER:

The City Clerk gave the Oath of Office to the newest City Commission Member – Colleen Pobur so that she could take her seat among the other Commissioners.

CALL TO ORDER:

PRESENT: Mayor Daniel Dwyer, Commissioners Diane Bogenrieder, Oliver Wolcott, Mike Wright, Colleen Pobur

ABSENT: Mayor Pro-Tem Ed Hingelberg, Comm. Daniel Dalton, excused

Also present were City Manager Paul Sincock and City Attorney Robert Marzano as well as various City Department Heads

CITIZEN COMMENTS:

Wendy Sikes, 11677 Morgan, Plymouth Twp., spoke about the Plymouth Preservation Network and thanked them and the City of Plymouth for their involvement with the project at the Starkweather School property. She spoke about what is being proposed for that property and who the property was sold to. She requests everyone to contact the new property owner and urge him to keep the historical school building on the property as part of the plan.

Venna Sargent, 575 Pacific, spoke about some garage sale ordinance concerns. She feels like the City Commission has no business getting involved with neighbor disputes and that was the reason for creating this ordinance. She has additional questions and would like to meet with someone. She also is concerned about problems not being addressed with ordinance violations and wanted to know why there isn't something being done and she calls and no one returns her calls.

Mayor Daniel Dwyer encouraged her to get in touch with the Community Development Director, John Buzuvis, and he will help answer questions and concerns.

Nancy Austin, Canton Township resident, stated she was previously a resident of Plymouth for ten years and also a realtor for thirty years in this area. She spoke about the Starkweather School Project and also feels the historic building needs to be retained on the property. She hopes people will contact the property owner and express their views so they do not tear it down.

APPROVAL OF THE AGENDA:

3. A motion was made by Commissioner Mike Wright and seconded by Commissioner Oliver Wolcott for approval of the Agenda for Monday, September 15, 2014.

MOTION PASSED

ENACTMENT OF THE CONSENT AGENDA:

- 4a. Approval of September 2, 2014 Regular City Commission Meeting Minutes
- 4b. Approval of September 2, 2014 Special Joint City Commission/DDA Meeting Minutes
- 4 c. Approval of August 2014 Bills
- 4d. Special Event: National Pure Give Event of Michigan, September 26th

A motion was made by Commissioner Colleen Pobur and seconded by Commissioner Oliver Wolcott for approval of the Consent Agenda for Monday, September 15, 2014.

MOTION PASSED

COMMISSION COMMENTS:

Commissioner Mike Wright provided a summary concerning the Rail Road issue and working on researching additional Quiet Zones information. He stated the diagnostic issues took a lot of time and next stage is to have City Engineer Shawn Keough examine and provide a conclusion. The Citizen Committee is being closely included and they will be meeting to be informed of time lines and other information.

Mayor Daniel Dwyer congratulated Municipal Services Director, Chris Porman and his wife on the recent birth of their new baby boy.

Commissioner Colleen Pobur thanked the City Commission for their confidence with the appointment and excited to be back on the board.

6. OLD BUSINESS: None

NEW BUSINESS:

7a. Plan of Operations Acceptance for Barrio Cocina & Tequileria:

Deano Vanelli, 555 Forest Ave, Plymouth (Barrio Cocina & Tequileria), was present and spoke about menu, beverages and stated it is not a traditional Mexican Restaurant, but more authentic Mexican Food. He stated they are excited to be in Plymouth.

RES. #2014-76

WHEREAS, The ownership of the Locale, LLC have appeared before the Local Liquor License Review Committee (LLRC) and

WHEREAS, The LLRC has reviewed the Plan of Operations for the establishment at 555 Forest Ave. that will be called Barrio Cocina & Tequileria and has recommended Acceptance of the plan by the City Commission.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the Plan of Operations for the Barrio Cocina & Tequileria to be effective immediately.

A motion was made by Commissioner Oliver Wolcott and seconded by Commissioner Mike Wright for approval of the resolution.

MOTION PASSED

7b. Purchase of Police Car 2015 –

RES. #2014-77

WHEREAS, The City of Plymouth operates a vehicle fleet to help protect the public health, safety and welfare; and

WHEREAS, From time to time vehicles in the fleet need replacing and the City Administration is recommending the replacement of a Police Vehicle; and

WHEREAS, The City has the option of using Fleet Discount Pricing Programs to obtain group volume discount pricing for the new vehicles, and Lou LaRiche Chevrolet has met the Fleet Pricing Program.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize the purchase of one (1) new 2015 Chevrolet Police Special Service vehicle matching the Cooperative Fleet Purchasing Pricing Plan. The Vehicle is authorized to be purchased from Lou LaRiche Chevrolet in Plymouth in the amount of \$30,348.86 and the expenditure is authorized from Fiscal Year 2014-15 account of 661-000-141.000.

A motion was made by Commissioner Mike Wright and seconded by Commissioner Colleen Pobur for approval of the resolution.

MOTION PASSED

7c. Solid Waste Collection Bids –

A motion was made by Commissioner Oliver Wolcott and seconded by Commissioner Colleen Pobur for discussion of the resolution being proposed.

Scott Cabauatin from Republic Waste was present to answer questions and talk a little about the recycling bin being proposed.

Mayor Daniel Dwyer expressed concern over the size of the recycling bin being proposed. He felt there would be other residents that would have a problem with storage of the 95 gallon bin and filling it up.

Commissioner Mike Wright indicated he could would not have a problem with placing the large bin and felt it would be useful for large families.

Commissioner Colleen Pobur indicated she would welcome the larger bin for her family.

Commissioner Bogenrieder suggested a friendly amendment and was accepted by Commissioner Wolcott and Commissioner Pobur. Proposed amendment was to go from a 95 gallon recycling bin to a 65 gallon recycling bin in the contract from Republic Waste.

Mayor Daniel Dwyer requested a roll call vote on the amendment concerning the recycling 65 gallon bin being proposed:

Commissioner Oliver Wolcott	Yes
Commissioner Diane Bogenrieder	Yes
Commissioner Mike Wright	No
Commissioner Colleen Pobur	No
Mayor Daniel Dwyer	Yes

MOTION PASSED for 65 gallon recycling bin in contract with Republic Waste.

RES. #2014-78

WHEREAS, The City of Plymouth provides for the collection of solid waste and recycling materials at the residential curb; and

WHEREAS, The City Administration did seek bids for a five year contract for Solid Waste and Recycling Services; and

WHEREAS, The City Administration did survey the residents of the City related to Solid Waste and Recycling Services; and

WHEREAS, The City did receive sealed bids to deliver these services to the City.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby authorize a five year contract with Republic Services to Solid Waste and Recycling Services in accordance with their bid.

BE I FURTHER RESOLVED THAT the City Commission of the City of Plymouth does hereby reject any and all other bids for Solid Waste and Recycling Services.

BE IT STILL FURTHER RESOLVED THAT the new contract with Republic Services shall include weekly automated trash collection and weekly automated recycling collection services in separate 65 gallon collection carts in accordance with the bid. (Size of the recycling carts amended from 95 gallon to 65

gallon).

A motion was made by Commissioner Wolcott and seconded by Commissioner Colleen Pobur for approval of the resolution, as amended

MOTION PASSED

Contract included at end of Minutes

7d. Front Load Dumpster Bids –

RES. #2014-79

WHEREAS, The City of Plymouth uses a variety of Front Load and Roll Off Dumpster Services for the collection of solid waste at municipal facilities; and

WHEREAS, From time to time the City bids these services to arrange for the equipment, hauling and disposal of the solid waste; and

WHEREAS, The City did receive a total of four bids from vendors for these services; and

WHEREAS, The City Administration did review the bids and recommends accepting the bid from Republic Services.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Plymouth does hereby accept the bid from Republic Services for Front Load and Roll Off Dumpster Services for the City. Further, the City hereby rejects all other bids.

A motion was made by Commissioner Mike Wright and seconded by Commissioner Colleen Pobur for approval of the resolution.

MOTION PASSED

8. REPORTS AND CORRESPONDENCE: None

8a. Police Officer Staffing Goal -

Chief Al Cox provided a Power Point Presentation on the need for additional staff in order to accomplish the goal of increased neighborhood patrols. After much discussion, it was decided to set a meeting for October 13th to discuss further, and decide on which direction the City Commission desires to proceed with this issue.

Full presentation can be found online -

<http://www.ci.plymouth.mi.us/DocumentCenter/View/3437>

ADJOURNMENT:

9. Hearing no further business, a motion was made by Commissioner Oliver Wolcott and seconded by Commissioner Colleen Pobur for adjournment of the meeting at 8:46 p.m.

MOTION PASSED

**CITY OF PLYMOUTH
(CITY)
ALLIED WASTE SYSTEMS, INC. dba ALLIED WASTE OF DETROIT WEST//
REPUBLIC SERVICES OF SOUTHEAST MICHIGAN
(CONTRACTOR)
CONTRACT**

This agreement awarded by Plymouth City Commission by Resolution on Monday, September 15, 2014, to be effective November 1, 2014, by and between the City of Plymouth, a Michigan Municipal Corporation, (hereinafter referred to as the CITY) and Allied Waste Systems, Inc. dba Allied Waste Services of Detroit West//Republic Services of Southeast Michigan, (hereinafter referred to as the CONTRACTOR).

WITNESSETH:

Whereas, the CONTRACTOR is in the garbage and rubbish collection, removal, and recyclable collection and removal business, and

Whereas, the CITY is desirous of providing for the removal of the rubbish and garbage from within the corporate limits of the CITY, and

Whereas, the CITY is desirous of including curbside collection of certain recyclable materials for diversion from the portion of the waste stream which is disposed of in an Act 641 landfill site, done in accordance with Collection and Disposal of Garbage and Rubbish Ordinance Chapter 58, and

Whereas, the CITY is desirous that all expenses of every nature and every kind incurred in the collection and removal of said garbage, rubbish, and recyclable material be paid by the CONTRACTOR;

NOW, THEREFORE, IT IS AGREED;

1. **Term of Contract.**

The term of this Contract shall be for a period commencing at 12:01 a.m., on November 1, 2014, and continuing through 11:59 p.m., on October 31, 2019, with the option to renew the contract for mutually agreeable terms and conditions; unless either party to this Contract decides not to renew this Contract for any reason after the expiration of the term of this Contract.

2. **Contract Price and Adjustments.**

A. For the collection of Municipal Solid Waste (MSW), in 65 gallon trash carts weighing no more than 50 lbs., or 32 gallon City of Plymouth plastic bags weighing no more than 50 lbs., and Yard Waste (first full week of April through the first full week in December, weather permitting) in biodegradable Kraft paper bags or loose in 32-gallon cans clearly marked as containing yard

waste, with the agreed total of 2,957 customer service units at the start of this Contract.

The total number of customer service units may be adjusted throughout the life of this Contract by the written direction of the CITY.

Price per unit, per month for the period of:

Year 1: 11/1/14 – 10/31/15	<u>\$7.78 per unit/month</u>
Year 2: 11/1/15 – 10/31/16	<u>\$7.96 per unit/month</u>
Year 3: 11/1/16 – 10/31/17	<u>\$8.15 per unit/month</u>
Year 4: 11/1/17 – 10/31/18	<u>\$8.36 per unit/month</u>
Year 5: 11/1/18 – 10/31/19	<u>\$8.57 per unit/month</u>

- B. For the collection of recyclables in CONTRACTOR supplied bins for the initial period of November 1, 2014 through October 31, 2019, with the agreed total of 2,957 customer service units at the start of this Contract, CONTRACTOR shall deliver one 65-gallon recycle cart to each household. Delivery dates and time shall be scheduled between the CONTRACTOR and the CITY CONTRACT ADMINISTRATOR. Recycle Carts will remain the property of the CONTRACTOR.

Price per unit, per month for the period of:

Year 1: 11/1/14 – 10/31/15	<u>\$3.65 per unit/month</u>
Year 2: 11/1/15 – 10/31/16	<u>\$3.74 per unit/month</u>
Year 3: 11/1/16 – 10/31/17	<u>\$3.83 per unit/month</u>
Year 4: 11/1/17 – 10/31/18	<u>\$3.93 per unit/month</u>
Year 5: 11/1/18 – 10/31/19	<u>\$4.03 per unit/month</u>

3. CONTRACTOR'S Obligations.

- A. CONTRACTOR shall furnish all labor, tools, State licensed vehicles and other equipment and materials, and shall pay all taxes and landfill use fees, and shall perform all the work and supply all the materials described in these contract documents relating to the collection and removal of refuse and yard waste, and the collection and processing of recyclable material in the CITY.
- B. CONTRACTOR shall be responsible for choosing a landfill of its choice to be used in furnishing the services under this agreement in the most practical, efficient, and cost effective manner. The CITY reserves the right to review the operations of CONTRACTOR or its subcontractor(s) pertaining to Contract compliance, at any time without prior notification, to assure compliance.
- C. CONTRACTOR shall, while engaging in any activity pursuant to this contract comply with all ordinances, state and federal laws, rules and regulations,

including without limitation those pertaining to the collection, transportation, processing and disposal of refuse and the employing of personnel and operation of motor vehicles therein. The CONTRACTOR shall indemnify and save harmless the CITY and all its officers, representatives, agents and employees against any and all claims of liability arising from or based on the violations of any such laws, ordinance or regulations by CONTRACTOR, its employees or subcontractors.

D. CONTRACTOR shall obtain all necessary licenses, including a CITY license under Sec. 58-71 through 58-81 of the City of Plymouth Code, pay all requisite fees, do all necessary acts, forego all omissions to act, necessary to assure satisfaction of CITY with CONTRACTOR'S compliance with the terms and conditions of performing this Contract.

E. CONTRACTOR shall verify in writing to CITY that recyclables are in fact being recycled in a manner acceptable to the CITY.

4. Recyclable Material Collection and Processing.

CONTRACTOR agrees to provide weekly curbside commingled collection and processing of materials, which are placed in a CONTRACTOR supplied 65 gallon cart. CITY reserves the right to approve the 65 gallon recycling cart, to approve recycling operations, and to observe the operations of the CONTRACTOR or its subcontractor(s).

A. Properly prepared recyclable material shall include:

- 1) Plastic PETE #1 Containers
- 2) Plastic HDPE #2 Containers
- 3) Plastic containers #3 - #7
- 4) Aluminum Cans
- 5) Tin Cans
- 6) Newspapers
- 7) Mixed Office Paper and "junk mail"
- 8) Corrugated Cardboard (OCC)
- 9) Clear Glass
- 10) Boxboard Paper

B. Prior to curbside pick-up by CONTRACTOR or delivery to the recycling drop-off, the owner or occupant shall prepare the recyclable material as follows:

- 1) **Clear Glass Items.** All glass items shall be rinsed and have caps removed.
- 2) **Plastic PETE #1,** All containers with the PETE #1 designation on the bottom shall be rinsed and shall have caps removed.

- 3) **Plastic HDPE-2 Bottles.** All plastic milk bottles and detergent bottles with the HDPE-2 designation on the bottom shall be rinsed and shall have caps removed.
- 4) **Plastic #3 - #7,** All containers with the designation #3 - #7 on the bottom shall be rinsed and shall have caps removed. No polystyrene foam containers shall be accepted.
- 5) **Aluminum Cans.** All aluminum, including cans, foil and pie pans shall be rinsed and shall have any labels removed.
- 6) **Tin Cans.** All tins cans shall be rinsed and shall have any labels removed.
- 7) **Newspapers.** Newspapers must be kept separate from mixed office paper by placing one or the other or both in paper bags prior to placing in the recycling cart.
- 8) **Mixed Office Paper.** Mixed office paper must be kept separate from newspapers by placing one or the other or both in a paper bag prior to placing in the recycling cart.
- 9) **Corrugated Cardboard.** All corrugated cardboard shall be placed in the recycling cart, or bundled at the curb so as to be handled by one person.
- 10) **Boxboard Paper.** Paper shall have all contents removed and boxes shall be crushed.

C. CONTRACTOR shall have the authority to reject any material not properly prepared in accordance with Paragraph B above. CONTRACTOR shall promptly notify CITY daily of each such rejection.

D. All recyclable material (with the exception of large amounts of OCC and glass) shall be placed in a designated recycling cart.

5. Definitions.

"Customer Service Unit" A properly served customer service unit shall be defined as a residence or a small business in which all properly bagged or containerized solid waste has been picked up and properly recycled by CONTRACTOR according to ordinance and provisions of this contract.

Each customer service unit shall also be eligible for the CITY'S annual Spring Clean-Up. During each Spring Clean-Up, each customer service unit shall be allowed an approximate ten (10) 32-gallon trash container or garbage bag limit of refuse. Each resident shall also have the right to dispose of approximately two

large items. Spring Clean-Up shall occur in May of each year, unless special arrangements are made with the CITY CONTRACT ADMINISTRATOR to hold the Spring Clean-Up in the first week of June.

"Large Items" A large item shall be defined as an item which, taken by itself, cannot fit into a 32 gallon container or garbage container. Some typical items which are examples of large items include, but are not limited to, stoves, couches, chairs. Large items require a City of Plymouth Special Refuse Tag to be attached to the item prior to pick up and disposal. Large items must be picked up and disposed of by the CONTRACTOR on the regular trash collection day for that area or on a mutually agreeable day between the CITY and CONTRACTOR.

"Large items containing FREON" The Federal Clean Air Act requires that items containing Freon must have the Freon removed by a licensed service technician. This person will then place a Freon removal tag on the item. Once the tag has been placed on the item it shall be picked up by the CONTRACTOR without the Special Refuse Tag.

"Acceptable Waste; Unacceptable Waste"

"Title to Waste" The CONTRACTOR shall acquire title to solid waste materials, recycling materials, and yard waste materials when they are loaded into the CONTRACTOR's truck. Title to and liability for any Excluded Waste shall remain with the generator of such waste and shall at no time pass to the CONTRACTOR.

"Force Majeure" If either the CITY or the CONTRACTOR is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the CITY or the CONTRACTOR to correct the adverse effect of such event of force majeure, except that if any delay exceeds two weeks, then the party entitled to such performance shall have the option to terminate this Agreement.

An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that they delay the CITY or the CONTRACTOR from performing any of its obligations under this Agreement. A party may only be excused from performance if the failure to perform could not have been avoided by the exercise of due care. An event of "Force Majeure" shall include the following:

- A. Strikes, work stoppages, and other labor unrest;

B. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of the Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and

C. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

The CITY may grant such variances in routes and schedules as are reasonably required in the event of force majeure.

6. Collection Trucks and Equipment

The CONTRACTOR shall make all collections of Solid Waste and shall transport same to the disposal site in and by use of modern, sanitary, motor propelled collection units that are metal, enclosed, watertight, "packer type" collection vehicles. CONTRACTOR shall provide and maintain during the entire period of the contract a fleet of such collection vehicles sufficient in number and capacity to efficiently perform the work and render the service required by this Contract. Each collection vehicle shall be kept in neat and sanitary condition at all times and shall be road worthy. All vehicles must be kept in compliance with all local, county, state, and federal laws, including valid vehicle license plates. Further, the CONTRACTOR shall keep his vehicles washed and painted indicating the CONTRACTOR'S name. During the fall leaf collection program or other times when the CITY is renting a rear-loader truck from the CONTRACTOR, the CONTRACTOR shall be responsible for having a mechanic available to respond in a truck to the CITY to make repairs in a timely manner. The CITY shall not be charged for any hours, or parts thereof, while the rental truck is out of service due to mechanical failure.

7. Office

The CONTRACTOR shall maintain an office for the receipt of service calls and complaints from residents within the City of Plymouth. Such office shall be open and available for such calls at a minimum of Monday through Friday of each week from 8:00 a.m. to 5:00 p.m. local time, except legal holidays.

8. Pick-Up Schedule

The CONTRACTOR shall, prior to the execution of this Contract, furnish the Contract Administrator with a proposed schedule of routes and days on which

routes will be worked; The CITY shall approve or modify it in the best interest of the CITY.

Currently the CITY has a three (3) day a week schedule of pick-ups: Monday through Wednesday. Should the CONTRACTOR choose to change the present collection schedule, the CONTRACTOR shall be required to pay the City of Plymouth a one-time fee of FIVE THOUSAND (\$5,000.00) DOLLARS for printing and publishing costs. The fees are required in order to properly notify residents and to handle additional phone calls related to the changing of the collection schedule.

No municipal solid waste, compostables or recyclables shall be collected EXCEPT between the hours of 6:00 am and 6:00 p.m. If during any ninety (90) day period the CONTRACTOR fails to complete collection prior to 6:00 p.m. on five (5) or more occasions, the CITY shall deduct SEVEN HUNDRED FIFTY (\$750.00) DOLLARS for each occasion, in no event shall collection take place before sun rise or after dusk, each occurrence shall result in a deduction of SEVEN HUNDRED FIFTY (\$750.00) DOLLARS. Special permission may be granted to extend the daily collection period in the event of equipment failure or high volumes of materials, such as with Spring Clean-Up Week.

If during any given ninety (90) day period the CONTRACTOR on two (2) or more occasions does not complete pick up in a collection area until the day following the designated collection day, the CITY shall deduct ONE THOUSAND (\$1,000.00) DOLLARS for each occasion. For each complaint of failure to make collection from the complainant's container within twenty-four (24) hours, the CITY shall deduct the sum of TWENTY-FIVE (\$25.00) DOLLARS.

If a collection day falls on a CONTRACTOR'S recognized holiday, the CONTRACTOR may elect to collect on the day after the holiday, provided that the entire City of Plymouth would be collected by Friday at 6:00 p.m. of the same week. The CONTRACTOR shall provide the CITY CONTRACT ADMINISTRATOR with a complete holiday schedule.

9. **Reporting Standards**

The CONTRACTOR shall provide each day a listing to the CITY of each address that may be in violation of the CITY Solid Waste Disposal Program and an accurate description detailing the nature and extent of the violation which caused the material to be left at the curb. The CONTRACTOR shall provide documentation not less than quarterly and in accordance with the Wayne County Solid Waste Plan reports regarding the effectiveness of the recycling program. All reports provided by the CONTRACTOR to the CITY shall be in a form acceptable to the CITY.

The CONTRACTOR shall be required to assist in the education program by supplying information requested by the CITY and providing various publications or print copy, if needed, by the CITY. Due to the complexity of the CITY's program, all information to residents must be approved by the CITY CONTRACT ADMINISTRATOR before it is published or distributed by the CITY or the CONTRACTOR.

The CONTRACTOR shall provide the CITY with reports that are acceptable to the Wayne County Department of the Environment for reporting purposes on volumes of waste going to landfills, and the volume of materials going to recycle facilities.

10. Holidays

During any week when the following holidays fall on a regular pick-up day, pick-ups scheduled for the holidays, and each day after the holiday, shall be moved back one (1) day. For the purpose of this Contract, the holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

11. Complaints

Complaints from the public concerning the collection and removal of solid waste or recyclables received by the CITY shall be referred to the CONTRACTOR. CONTRACTOR shall check, on a daily basis, with the Department of Municipal Services for any complaints that may have been received. CONTRACTOR shall investigate each and every complaint that involves a failure to collect refuse, recyclables and/or compostables in compliance with all CITY ordinance requirements and/or terms of this Contract. The CONTRACTOR shall be required to answer all complaints regarding service for garbage collection and disposal, recyclable material and yard waste from the CITY. All such complaints must be resolved by 2:00 p.m. local time, by the next day of the receipt of the complaint. If the CONTRACTOR is unable to resolve any complaint promptly to the satisfaction of the complainant, the CITY shall be notified of all circumstances surrounding the complaint. If the CITY determines that the complaint is justified and the CONTRACTOR is at fault, CONTRACTOR shall, at its own expense, take the steps necessary as deemed by the CITY to resolve the situation. In the event that the CONTRACTOR is unwilling or unable to respond, the CITY may take steps to resolve the situation and bill all costs to the CONTRACTOR, who shall pay the costs immediately in cash or set-off to the CITY.

12. Care and Diligence

The CONTRACTOR shall exercise all reasonable care and diligence in handling containers. The CITY will cooperate in advising residents to provide and maintain suitable containers. The CONTRACTOR shall exercise due care in preventing damage thereto and shall replace cans in an erect upside down position at curbside. Receptacles must be replaced at the curb in the approximate location in which they were found. In the event of loss of container and/or loss of container lid, the CONTRACTOR shall provide suitable

replacement within two business days of the date when verbal or written notification is given to the CONTRACTOR by the CITY.

All solid waste, recyclables or compostables spilled by the collectors shall be cleaned up immediately by the CONTRACTOR during the course of collection of solid waste, recyclables or yard waste. There shall be a broom, shovel, and also other equipment necessary to effect immediate clean up on each truck. Failure to clean up spill will result in the CONTRACTOR being assessed \$100.00 for each occurrence by the CITY, in addition to being assessed for any CITY time, materials and equipment the CITY uses to clean up spills. CONTRACTOR shall not be responsible for pick-up items which are not placed in proper containers by the occupant, or any item or container which weighs more than 50 pounds or 50 pounds for a 32-gallon yard waste container.

13. Hazardous Wastes

This Contract excludes any and all items which are classified as toxic or hazardous materials under any applicable federal, state or local regulation or ordinance, except if the CITY elects to hold an annual Household Hazardous Waste Day, in which case the CONTRACTOR will be paid in accordance with the prices under subparagraph 2F above,

14. Invoicing and Payments

CONTRACTOR will submit invoices monthly for the services performed by the CONTRACTOR. The monthly invoice shall include the total of all contract charges for the total material collected in accordance with Paragraph 2 in the preceding monthly billing period. The CITY will pay such invoices on a monthly basis, according to the CITY'S normal payment process. The CITY will not provide special payments outside the normal accounts payable process.

Pricing includes "all" governmental surcharges in effect as of November 1, 2014. Should additional taxes, charges, surcharges, fees and ordinances be imposed by governmental authorities after November 1, 2014, the CITY agrees that such increases in cost as a result of said fees will be paid to the CONTRACTOR as they apply to the subject matter of this agreement. CONTRACTOR shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.

15. Insurance

A. CONTRACTOR shall furnish, at its own expense, and keep in full force and effect during the term of this Contract, liability insurance for events or occurrences arising from or relating to its actions in the amount of not less than THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS for injuries, including wrongful death, to any one person; not less than ONE MILLION (\$1,000,000.00) DOLLARS on account of one (1) accident or incident; property damage coverage in the amount of not less than ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS and umbrella coverage of not less

than FIVE MILLION (\$5,000,000.00) DOLLARS, which policies shall list CITY as an additional insured and shall provide for thirty (30) days notice to CITY of any cancellation of such policy.

- B. The CONTRACTOR shall also comply with all requirements of the Michigan Worker's Compensation Law and shall, at its own expense, maintain such insurance as will protect it from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the Contract, whether the operations be by itself or anyone directly or indirectly employed by it. The CONTRACTOR shall provide for thirty (30) days notice to CITY of any cancellation of such policy.
- C. The CONTRACTOR will protect, defend, indemnify and hold harmless the CITY, its officers, employees, servants and agents from any damage, claim, liability or expense whatsoever, or any amount paid in compromise thereof, arising out of or connected with the performance of this Contract.
- D. Copies of all insurance policy Certificates or endorsements, naming the CITY as an additional insured, shall be provided to the CITY upon execution of this Contract. As policies of insurance are renewed, copies of policy Certificates or endorsements, naming the CITY as an additional insured, shall be provided to the CITY within five (5) days of the CONTRACTOR'S receipt thereof.
- E. CONTRACTOR shall pay for and keep in full force and affect a performance bond that shall renew annually naming CITY as obligee in accordance with Section 22, below.

16. Certificates of Insurance

The CONTRACTOR agrees to file all certificates of insurance and performance bonds with the City Clerk simultaneous with, or prior to the execution of the Contract with CITY. Such certificates shall clearly indicate, to the satisfaction of the CITY, that the insurance as required has been taken out and is in full force and effect. All certificates of insurance, except Worker's Compensation insurance, shall be required to list the CITY as an additional insured. All of CONTRACTOR'S insurers shall be companies licensed to do business in Michigan by the Michigan Insurance Bureau.

17. Independent Contractor

It is expressly understood and agreed that the CONTRACTOR is an independent contractor. The personnel employed by the CONTRACTOR shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the CITY and shall not be entitled to any fringe benefits of the CITY, such as, but not limited to, health and accident insurance, life insurance, longevity, paid vacation or sick leave. The CONTRACTOR shall be responsible for paying the wages for its personnel and for the withholding and payment of all

income and Social Security taxes to the proper federal, state and local governments. The CONTRACTOR shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

18. Employees

The CONTRACTOR shall employ only competent and trustworthy employees, including a reliable foreperson. Should the CITY at any time notify verbally or by writing the CONTRACTOR or its representatives that the work or behavior on the job of an employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper orders, or in any way a detriment to the satisfactory progress of the work, such employee shall be disciplined as deemed appropriate by the CONTRACTOR. If in the sole opinion of the CITY the CONTRACTOR has failed to adequately discipline a worker or there is continuous unacceptable behavior by the CONTRACTOR'S employee, the CITY may treat the same as a material breach of contract. The CONTRACTOR'S staff working the various routes must be familiar with the City's Solid Waste & Resources Recovery Program.

19. Non-Discrimination

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment, to be employed in the performance of the Contract, with respect to hire, tenure, term, conditions or privileges of employment, or any matter directly or indirectly related to employment; or as to the services to be provided herein, because of sex, race, color, religion, national origin, ancestry, height, weight, marital status, or handicap related to the ability to perform a specific position, or any other basis prohibited by state or federal law or regulations. The CONTRACTOR hereby agrees to execute and be bound by the CITY'S non-discrimination assurances during the terms of this Contract. Breach of this covenant may be regarded as a material breach of the Contract and the CONTRACTOR may be declared ineligible for further CITY contracts.

20. Contractor's Payment of Taxes, Etc

Without limitation of the foregoing, the CONTRACTOR shall be solely responsible for:

- A. Payment of its wages to its workers in compliance with all federal, state and local laws, including the Federal Wage and Hour Act;
- B. Payments of any and all FICA, unemployment contributions and other payroll related taxes or contributions required to be paid by CONTRACTOR under local, state or federal law;
- C. Payment of all applicable federal, state or local taxes, charges or permit fees, whether now in force or subsequently enacted. CONTRACTOR shall

indemnify and hold CITY harmless from all claims arising from the foregoing payment obligations of CONTRACTOR.

22. Performance Bond

The CONTRACTOR shall, prior to or simultaneous with the execution of this contract, execute and furnish to the CITY a performance bond in the penal sum of FIFTY THOUSAND (\$50,000.00) DOLLARS payable from a surety company licensed to do business in the State of Michigan to the CITY. Such bond shall renew annually and be conditioned that the CONTRACTOR, for and during the period of this contract, will faithfully and fully comply with the contract provisions.

23. Failure to Perform

In the event that the CONTRACTOR shall fail, neglect or refuse to perform any or all of the duties, obligations, or agreements under this Contract, the CITY may perform such duties, obligations or agreements or have such duties, obligations or agreements performed and charge all costs thereof, or in connection therewith, to the CONTRACTOR and the CONTRACTOR shall pay all said costs to the CITY, and the CITY may collect the same in a manner authorized by law or the CITY may deduct such costs from any monies due, or become due, to the CONTRACTOR, or collect the same from the obligee under the performance bond filed in connection with the Contract.

The CITY reserves the right to terminate the contract pursuant to Section 24.

The covenants and conditions of this Contract shall be binding upon and for the benefit of the successors and assigns of the parties thereto.

24. Termination of Contract

This Contract may be terminated by the CITY or the CONTRACTOR for cause, upon thirty (30) days written notice to the other party. If terminated for cause by the CITY, the CITY may at any time, without compensation to the CONTRACTOR, take over the work or may enter into agreements with others for the performance of the work and services herein contracted for.

The CONTRACTOR shall be given five (5) business days to cure any breach of contract before terminating said contract or performance of such activity by CITY as specified under this section.

25. Modifications

No modifications of this Contract shall be effective unless reduced to writing and signed by both parties to this Contract.

26. Certification

The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign on behalf of said parties and that this Contract has been authorized by said parties.

27. Administration of Contract

The City Manager is hereby appointed as the CITY CONTRACT ADMINISTRATOR for the purpose of administering the Contract. CONTRACTOR shall address any and all communications regarding this Contract, or the services provided under this Contract, to him. The CITY CONTRACT ADMINISTRATOR may be changed by the City Manager upon written notice to the CONTRACTOR.

The CONTRACTOR shall follow all applicable federal, state, local, laws, rules, regulations and ordinances.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written.

Accepting for the CONTRACTOR:

Accepting for the City of Plymouth:

**Allied Waste Systems, Inc.
dba Republic Services of Southeast
Michigan**

City of Plymouth

By: _____
**Scott Cabauatan,
Municipal Services Manager**

By: _____
**Daniel Dwyer,
Mayor**

Witness

Witness

Dated: _____

Dated: _____