

**MUNICIPAL SOLID WASTE AND RECYCLABLE  
COLLECTION AND DISPOSAL CONTRACT**

**by and between**

**TOWN OF MCCORDSVILLE, INDIANA AND PRIORITY WASTE, LLC.**

This Municipal Solid Waste and Recyclable Collection and Disposal Contract ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of McCordsville, Indiana, an Indiana municipal corporation, whose address is 6280 Vail Road, McCordsville, Indiana 46055 (hereinafter referred to as "Town") and Priority Waste Indiana, LLC, d/b/a Priority Waste, an Indiana limited liability company, whose address is 45000 River Ridge Dr., Suite 200, Clinton Township, Michigan 48038 (hereinafter referred to as "Contractor"). Collectively, Town and Contractor may be referred to as Party or Parties.

**1. General Statement of Purpose.** In July 2024, the Town released a Request for Proposals for solid waste collection. (Ex. A.) Contractor submitted its response to the Town on August 2, 2024. (Ex. B.) Following a competitive process, the Town selected Contractor as the lowest and most responsive bidder. The Parties now desire to enter into a contract to implement a program for the hauling and disposal of trash and recyclables ("Services"). Contractor herein commits to provide timely and efficient Service to the Town without damaging Town property or streets and agrees to collect and dispose of trash and recyclables, at its own risk, consistent with the terms of this Contract.

Where the terms of this contract are inconsistent with the terms set forth in the Request for Proposals or the Contractor's response, the terms of this Contract shall prevail.

**2. Definitions.** The following terms, words and phrases, and their derivatives, as used in this Contract, applicable ordinances, or the Request for Proposals, shall have the following meanings:

**Acceptable Waste:** All waste included in the scope of this Contract is required to be collected by the Contractor. This term includes Bulky Items, Garbage, Recycling, Refuse, Rubbish, Solid Waste, Trash, and Yard Waste.

**Alley side:** As close as possible to the alley, but not more than five (5) feet from the alley. This term shall also include the alley side of a fence, where a fence exists.

**Bulky Item:** Such items include, but are not limited to, mattresses, stoves, washers, dryers, furniture, bikes, toys, and other items with weights or volumes greater than those allowed for in approved containers. The term does not include, and specifically excludes, refrigerators, air conditions and other items containing CFCs or HCFCs unless the

Resident provides documentation that the CFCs or HCFCs have been properly removed by a licensed technician.

**Collection Schedule Maps:** Maps approved by the Town, as well as periodic updates approved by the Town, which delineate the Town geographically and which depict the routes and days of collection for Residential Units receiving Collection.

**Construction Debris:** Waste, including building materials, resulting from construction, remodeling, repair, or demolition operations.

**Contractor:** Shall mean Priority Waste Indiana LLC d/b/a Priority Waste, an Indiana limited liability company.

**Curbside:** That portion of the right-of-way adjacent to and within five (5) feet of paved traveled roadways.

**Curbside Recycling:** Every other week, automated collection of comingled recyclable items and marketing of all designated recyclables, including but not limited to, at a minimum, the following:

- Aluminum, aluminum foil, foil pans, metal, tin and steel cans;
- Plastics numbered 1-7 and plastic bags;
- Glass Containers and jars (amber, clear, blue and green in color);
- Newspapers, magazines, mail, phone books, catalogues and inserts, school and office papers;
- Corrugated cardboard, paperboard, and fiberboard; and
- Other items as designated by the Contractor.

**District:** The area delineated by the Collection Schedule Maps for which the Contractor is responsible for providing services under this Contract.

**Facility:** A structure or an area of land used for the disposal, treatment, storage, recovery, processing, or transferring of solid waste. The term includes the following: an incinerator, a solid waste landfill, and a transfer station.

**Hazardous Material:** Any waste designated as “hazardous” by the United States Environmental Protection Agency (“EPA”), federal regulations or state laws, as amended, and other items deemed hazardous by the Contractor or the Town.

**Public Street:** Any public street or thoroughfare dedicated for public use, controlled by the Town. The term shall include alleyways.

**Recycling Container(s):** A ninety-five (95) gallon wheeled; reusable container used for storing recyclable materials.

**Replacement Containers:** A Standard Container or a Recycling Container provided to Residents after notice that the original container is no longer available for use.

**Resident:** An individual occupying a Residential Unit.

**Residential Unit:** A house for which a certificate of occupancy has been issued and that has not been vacant for six (6) or more consecutive months. For purposes of this Contract, the term Residential Unit does not include multi-unit facilities, such as apartments, condominiums, or townhomes.

**Scheduled Collection:** The pre-determined, set day of each week on which the Contractor collects Solid Waste, Yard Waste, and recycling from Residential Units unless the schedule changes as a result of a holiday specified herein.

**Seasonal Collection:** The collection of Christmas trees from December 26 to January 31 for recycling purposes, and the collection of Yard Waste up to and including 15 bags per Residential Unit in the spring (week to be determined) and up to and including 15 bags per Residential Unit in November (week to be determined). Any additional Yard Waste may be collected as Solid Waste in the approved containers.

**Services:** All services listed or described in this Contract.

**Solid Waste/Refuse/Garbage/Rubbish/Trash:** As defined by law, including but not limited to Ind. Code § 36-9-30-2.

**Standard Container(s):** One or more ninety-six (96) gallon wheeled, reusable container(s) used for storing Solid Waste, Yard Waste and/or Recycling. Standard Containers must be sufficiently durable to accommodate automated collection.

**Unacceptable Waste:** The portion of solid waste which cannot be processed at a Facility or which would have a reasonable possibility of causing a threat to health, safety or property, including but not limited to, explosives, pathological and biological waste, radioactive material, foundry sand, sewage sludge, cesspool and other human waste, human remains, motor vehicle parts, including such major motor vehicle parts as

automobile transmissions, engines, rear ends, springs and fenders, agriculture and farm machinery and equipment, substantial quantities of liquid waste (excluding moisture in solid waste resulting from precipitation), or non-burnable construction material and/or demolition debris, unless such Unacceptable Waste is delivered in minimal quantities and concentrations as part of normal collections, in which case, at the Town's option, it shall constitute Acceptable Waste. This term shall exclude any Hazardous Waste.

**Yard Waste:** Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. Yard Waste collection will occur during the spring and fall each year, and it will include collection of up to and including 15 bags per Residential Unit. In addition to the Yard Waste collection specified above, additional Yard Waste or Bundles of Yard Waste may be collected as Solid Waste in the approved containers. The terms "Overage Bag(s)" and "Yard Waste Bag(s)" shall be synonymous and interchangeable.

**Yard Waste Bag(s):** 30-gallon or similar size paper yard waste bags designated on the bag as yard waste bags or for yard waste and privately purchased by Residents.

**3. Term.** The term of this Contract is eight (8) years, commencing January 1, 2025, and terminating on December 31, 2032 ("Initial Term"). Prior to the expiration of the Initial Term, the Parties may agree to renew this Contract for successive one (1) year terms ("Renewal Terms"), which shall require written approval of both Parties.

**4. Charges for Services by Contractor.**

<u>Year</u>	<u>Base Bid Per Unit</u> <u>Cost Per Month</u>	<u>(Trash, Recycle, Yard Waste)</u>
1/01/2025 - 12/31/2025	\$ 16.00	(\$12.50, \$3.00, \$.50)
1/01/2026 - 12/31/2026	\$ 16.49	(\$12.88, \$3.09, \$.52)
1/01/2027 - 12/31/2027	\$ 16.99	(\$13.27, \$3.18, \$.54)
1/01/2028 - 12/31/2028	\$ 17.51	(\$13.67, \$3.28, \$.56)
1/01/2029 - 12/31/2029	\$ 18.04	(\$14.08, \$3.38, \$.58)
1/01/2030 – 12/31/2030	\$ 18.58	(\$14.50, \$3.48, \$.60)
1/01/2031 – 12/31/2031	\$ 19.14	(\$14.94, \$3.58, \$.62)
1/01/2032 – 12/31/2032	\$ 19.72	(\$15.39, \$3.69, \$.64)

The above charges (base bid) shall include the Contractor's fuel costs. Costs incidental to the disposal of Solid Waste, Bulky Items, Yard Waste, and Recyclables, collected under this Contract, are the responsibility of the Contractor. No surcharges may be added during the term of this Contract.

## **5. Equipment Provided by Contractor.**

As part of this Contract, Contractor shall supply one (1) Standard Container and one (1) Recycling Container to each Residential Unit at no additional cost to the Town. Should a Resident desire an additional container, it shall be the responsibility of the Resident to contact Contractor to arrange.

Additionally, Contractor shall provide and service, five (5) front load containers for the Town to use. These containers shall be provided at no additional cost to the Town and be located at the following locations:

6280 Vail Road – Town Hall (two dumpsters, 1x per week)- one 4-Yard Dumpster and one 6-Yard Dumpster

8260 N 600 – Wastewater Treatment Plant (one dumpsters, 1x per week)- 6-Yard Dumpster

7520 Civic Drive – Police Department (one dumpster, 1x per week)- 4-Yard Dumpster

7580 Form St – Community Center (one dumpster, 1X per week)- 4-Yard Dumpster

The Town may further add five (5) dumpsters for the Town's use at no additional cost under this Agreement. This provision may be amended during the Initial or Renewal term of this Contract should the Town construct or begin to use new facilities.

## **6. Hauling and Disposal Services:**

### **A. Trash and Recyclables Collection**

- Once a week collection and transportation of Trash that is placed in up to two (2) Standard Containers for trash;
- Every other week collection of recyclables that is placed in up to two (2) Recycling Container for recyclables.
- Each Residential Unit shall be solely responsible for any collection beyond the allotted two (2) Standard Containers and two (2) Recyclable Containers.
- All Containers shall be neatly returned to the curb or sidewalk, not in or obstructing a driveway, not in a manner that will increase the likelihood that a Container will block a sidewalk/fall/roll into the street, and not in the street at the location where pick-up is made. Contractor shall return all trash and recycling containers in an upright position. Collection shall be front-street, curbside collection, except in those planned unit developments (PUDs) where alley-facing-garages may necessitate alley pickup. All collections shall be made within five (5) feet of the curb or

edge of the street or alley. Contractor shall not collect any Hazardous Waste placed curbside by Residents.

- B. Disposal of Trash and Recyclables.** Contractor shall dispose of all trash and recyclables collected by it at approved Facilities which have a current permit issued by the IDEM and is approved by the laws, ordinances, and rules of any federal, state or local government or agency having jurisdiction. Recyclables shall only be disposed of at a material resource recovery facility, or by donating recyclables to charitable organizations for sale to the secondary materials market. Any temporary storage of recyclables must be done in an environmentally sound and businesslike manner. The Contractor must notify the Town in writing of any disposal site to be utilized under this Contract at least seven (7) days prior to the use thereof.
- C. Yard Waste Collection.** Contractor shall collect up to 15 bags per Residential Unit in the months of April and November only each year. Any Yard Waste beyond the 15 bags per Residential Unit in April and November may be collected by the Contractor as Solid Waste in the approved Containers. Contractor shall make every reasonable effort to dispose of Yard Waste in an environmentally friendly manner such as composting, chipping, or mulching.
- D. Bulky Item Collection.** Contractor shall collect and dispose up to one (1) Bulky Item per Residential Unit weekly at no additional cost to the Town. The Residential Unit shall provide Contractor a minimum of forty-eight (48) hour notice, prior to the Residential Unit's scheduled pickup, of the Bulk Item pickup request. A Residential Unit can request an additional Bulk Item pickup for Ten Dollars (\$10.00) per item upon two (2) day notice prior to the Residential Unit's scheduled pickup.
- E. Christmas tree pickup.** From December 26 through January 31, Contractor shall collect and dispose of all Christmas trees placed curbside by each Residential Unit at no additional cost to the Town.
- F. Refuse Removal for Non-Contract Waste.** At Town direction, any Residential User requesting the removal of non-contract waste shall be instructed to contact the Contractor. A company representative shall promptly meet with the Resident of the Residential Unit where the material is situated. The Contractor shall provide the Resident a price estimate for all costs associated with the removal and disposal. The Resident shall sign a form authorizing Contractor to remove the material and bill the Resident directly for the price quoted. The Contractor shall

indemnify and hold the Town harmless for any and all acts and omissions associated with such activity.

**G. Days and Hours of Collection.**

- Within thirty (30) days of execution of this Contract, Contractor shall submit its proposed routes on Collection Schedule Maps to the Town.
- At any time during this Contract, Contractor shall notify the Town no less than thirty (30) days in advance of any proposed changes in the Collection Schedule Maps. Any proposed changes are subject to the Town's approval, which shall not be unreasonably withheld.
- The Contractor shall notify the affected Residential Units of any approved changes in service no less than ten (10) days in advance based upon a schedule for distribution of notification provided by the Contractor to the Town. Notification shall be given in the method approved by the Town at Contractor's sole cost.
- The Contractor shall maintain the routes as set forth in the Collection Schedule Maps and file updated information in such form as the Town shall deem necessary to reflect the Town's approved changes in the level of service.
- The Town reserves the right to deny the Contractor's vehicles access to certain streets, alleys, and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges, or the nature of development of the general area. Collection shall be scheduled for a five (5) day week, except where due to holidays or unforeseen circumstances, it is necessary to work on Saturdays.
- Each Residential Unit shall have its Solid Waste and recycling collection occur on the same day during the week and on a day scheduled for each Residential Unit, except when certain Holidays require that collection occur on a day different than the scheduled day.
- Collections on Sundays are prohibited unless prior approval has been given in writing by an authorized representative of the Town.
- Collections shall not start before 7:00 a.m. or continue past 5:00 p.m., unless express permission is given by an authorized representative of the Town in writing (email acceptable).
- Unless express permission is given by an authorized representative of the Town, no collection shall be performed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Where the collection schedule is interrupted because of a holiday, that day's collection and all remaining collections for the week shall be delayed one day.

- In the event of inclement weather, Contractor shall immediately notify the Town if it needs to delay Scheduled Collection. Whenever Scheduled Collection is delayed due to inclement weather, that day's collection and all the remaining collections for the week will be delayed one day. In the event Scheduled Collection is delayed for more than one day due to inclement weather or is delayed by more than one day due to inclement weather falling immediately prior to or after a Holiday, the Contractor shall immediately notify the Town and Scheduled Collection shall be made up as soon as weather permits. The Contractor shall not skip a week of Scheduled Collection for Residential Units or Town Facilities regardless of weather conditions or Holidays, unless approved by the Town in writing.

#### **H. Residential Trash and Recycling Containers and Limits.**

- Contractor shall provide one (1) Standard Container and one (1) Recycling Container to each Residential Unit.
- Said Containers shall conform to the American National Standards Institute's (ANSI) standards, include Contractor's name and be approved by the Town.
- Each Residential Unit may purchase from Contractor one additional trash container and one recycling container at Contractor's listed purchase price.
- Contractor shall not be obligated to pick up more than two (2) Standard Containers and two (2) Recycling from each Residential User, unless the Residential User agrees to pay for said additional expense to Contractor.
- Contractor shall be responsible for providing and delivering Containers to new Residential Units, replacing stolen containers, and replacing and/or repairing damaged or unusable Containers to Residents at a replacement cost of One Hundred and Ten Dollars (\$110.00) plus a Fifteen Dollar (\$15.00) delivery fee and applicable taxes. Containers damaged by the Contractor's negligence that cannot be repaired shall be replaced without charge to the Resident. Contractor shall handle all Containers with reasonable care to avoid damage and spills.
- Contractor may select any color for the trash container, though all such Containers shall be the same color. Contractor may select any color for the Recycling Container, though all such containers shall be the same color. Contractor may include its logo on all containers. The color, logo, and design of the Containers are subject to the approval of the Town.
- All Containers shall be provided to Residents in "like-new" condition, free of defects and odors.



- Replacement or additional containers shall be delivered to Residents within five (5) days of the request for the replacement or additional Container.

- I. Procedure for Improperly Prepared Trash or Recyclables.** Contractor shall make a reasonable effort to provide Solid Waste collection services regardless of a Residential Unit's deviation from regulations regarding Solid Waste preparation. If the Contractor has reason to leave solid waste uncollected at a Residential Unit, the Contractor shall inform the Resident by tagging uncollected items, or Standard or Small Containers. Within twenty-four (24) hours of declining to collect such Solid Waste, the Contractor shall notify the Town in writing of the address of the Residential Unit and the reason the waste was declined. The Contractor shall be responsible for items it does not collect and fails to tag. A list of violations shall be submitted to the appropriate Town department on a daily basis.
- J. Limitations on Contractor's Responsibility.** Contractor shall not be responsible for collecting or disposing the following:
- a. Hazardous Waste;
  - b. Medical waste of any type, including but not limited to, medical sharps;
  - c. Liquids, including, but not limited to paint, sludge, oil or other chemicals;
  - d. Bulky Items containing refrigerants for which the Resident cannot provide the Contractor with appropriate documentation showing that the CFCs or HCFCs have been properly removed by a licensed technician;
  - e. Solid Waste, Yard Waste or Comingled Recycling generated from a different location than the Residential Unit;
  - f. Any Solid Waste or Yard Waste that is specifically excluded by federal, state or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized;
  - g. Tree limbs or branches exceeding four (4) feet in length or four (4) inches in diameter;
  - h. Bundles not properly secured or exceeding maximum dimensions;
  - i. Construction Debris; and
  - j. Bulky Items when not provided for in the contract and/or when forty-eight (48) hours' notice is not given.
- K. Litter.** Contractor shall not be responsible for collecting or cleaning up refuse, recycling, or landscape litter that has blown, fallen, leaked or been scattered from Containers, Yard Waste Bags, or Overage Bags through no fault of Contractor. However, Contractor shall be solely responsible for collecting or cleaning up any

litter, fluids, or landscape waste which may leak, spill, or blow off a Contractor's vehicle due to the vehicle operator's failure to properly monitor the load or operate the vehicle, or due to failure of any mechanism.

**6. Administrative Specifications.**

- A. Residential Units.** The number of Residential Units within the Town may change during the life of the Contract. The Contractor shall provide service to each Residential Unit. The Town will assist in furnishing a list of Residential Units to be serviced under the Contract. Contractor shall immediately extend service to any new Residential Unit during the term of this Contract after receiving written notification by the Town. Increase in the number of Residential Units shall be determined quarterly by the Town and shall be based on the number of new homes constructed and occupied as determined by the issuance of a Certificate of Occupancy for new residential housing for those homes qualifying for trash collection and recycling under the definition of Residential Unit. If Contractor and Town disagree, Contractor may present such proof of additional households to the Town as the Town deems satisfactory; however, any decision of the Town is final. The initial number of Residential Units is 3,737. The Town shall provide a reconciliation of the house count to the Contractor every six months beginning July 1, 2025.
- B. Contractor's Compensation.** The Contractor shall bill the Town on a monthly basis in accordance with unit rates of the Contract. The sole basis of compensation for contract services provided to the Residential Units shall be the payments made by the Town. Contractor shall also retain as compensation all sums from the sale of recyclable materials collected under the Contract. Contractor shall be responsible for all taxes, insurance, tipping fees, payments to employees and subcontractors and any other costs and expenses which may be incurred by Contractor in the performance of this Contract. The Town does not anticipate the need for any private agreements between the Contractor and customers at any residential dwelling units with the exception of private agreements for services as otherwise specified in this Contract.
- C. Contractor Employee Compensation.** Contractor shall pay its employees not less than the federal minimum wage, and in full compliance with all applicable state and federal laws and shall furnish such wages and benefits as are required by applicable state and federal laws. At no time shall an employee of the Contractor be deemed to be an employee of the Town due to performance of services under this Contract.

**D. Contact Person.** Contractor shall designate to the Town, in writing, a contact person to handle issues relevant to the awarded contract and the Services.

**E. Insurance Requirements.**

**Workers Compensation Insurance.** In accordance with all applicable statutes of the State of Indiana, coverage shall include employer's liability coverage of not less than One Million Dollars (\$1,000,000.00).

**Commercial Automobile Liability Coverage.** Insurance for all vehicles used in the performance of the Contract shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limits for bodily injury and property damage, which shall include coverage for all vehicles owned, non-owned and hired.

**Commercial Liability Coverage.** Shall be furnished not less than One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) general aggregate. Coverage shall not exclude contractual liability, products and completed operations, independent contractors' coverage, broad form general liability extensions or equivalent, explosion, collapse or underground hazards if applicable.

**Comprehensive Umbrella Liability.** Shall be furnished not less than Five Million Dollars (\$5,000,000.00) each occurrence and aggregate.

**Additional Insured.** Excluding Workers' Compensation Insurance, the policies above shall include an endorsement stating the following shall be Additional Insured: The Town of McCordsville.

**Certificates of Insurance.** All Certificates of Insurance (excluding Workers' Compensation Insurance) shall be supplemented with blanket-form endorsements providing that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days prior written notice has been given to the Town.

**7. Assignment and Subcontracting.** No assignment or subcontracting of the Contract, or any part thereof, shall be made by the Contractor without the written consent of the Town, which shall not be unreasonably withheld. No assignment, subcontract or transfer of the Contract, whether approved by the Town or not, shall be construed as making the Town a party to any such assignment or transfer or subject the Town to liability of any kind to any

subcontractor, assignee or transferee. No subcontract, assignment or transfer of the Contract shall under any circumstances relieve the Contractor of its liability and obligations under the Contract and all transactions with the Town must and shall be through the Contractor, unless otherwise agreed in writing by the Town.

8. **Termination.** During the term of this Contract, the Town may terminate this Contract in case of breach by the Contractor. If the Contractor fails to perform any part of this Contract, the Town may serve written notice upon the Contractor, at its official place of business, stating in what way the Contractor has failed to perform and what the Contractor must do in order to comply with the terms of the Contract. Contractor shall have thirty (30) days to meet the objections in the notice; and if the Contractor does not cure the breach, the Town shall have the right to terminate the contract immediately. The Town may take over and complete the work by separate contract at the expense of Contractor and its Surety.

9. **Laws and Regulations to be Observed.** The Contractor shall at all times observe and comply with all federal and Indiana state laws, county and local ordinances and rules and regulations related thereto.

10. **Indemnification.** Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from any and all suits, actions and proceedings, claims, demands, damages, costs, expenses, including attorneys' fees, arising out of or incident to any work done in performance of this Contract not to include any actions and proceedings, claims, demands, damages, costs, expenses, including attorneys' fees incurred by the Town due to its actions.

11. **Public Convenience and Safety.** The Contractor shall at all times observe the ordinances of the Town, monitor, direct and control its employees, and engage in training programs to acquaint its employees with applicable laws, safety programs and procedures.

12. **Taxes.** The Contractor shall pay all applicable federal, state and local taxes, including, but not limited to, property taxes, sales taxes, social security taxes, and income taxes which may be chargeable against the labor, materials, equipment, real estate, personally, or other items necessary for the performance in the Contract.

13. **Independent Contractor.** The Contractor in all respects shall be an independent contractor and is not deemed to be an agent or employee of the Town, notwithstanding in certain respects that the Contractor is bound to follow the direction of the Town.

14. **Collection, Trucks and Equipment.** Contractor's vehicles and other equipment, where necessary, shall be licensed in the State of Indiana and shall operate in compliance with all applicable state laws, federal laws, and municipal regulations and ordinances. All vehicles shall

be manufactured and maintained to conform to the ANSI Standards (ANSI 245.1). At Contractor's sole cost, the Contractor's vehicles and other equipment shall be kept in proper repair and sanitary condition. Contractor shall use equipment to provide the Services under this Contract that is enclosed or provided with suitable covers to prevent spillage, leaking and/or littering of solid wastes. All equipment shall be properly maintained in working order to limit automotive fluid leaks in regard to spills. Each truck utilized by the Contractor shall contain a "spill kit." This kit must contain oil dry (50lb bag) for any hydraulic oil spilled due to hydraulic tank or line failure. Contractor shall provide a hot line phone number for cleanup of this fluid, so it does not drain into a catch basin. Any equipment that the Contractor furnishes or uses to perform the Services shall remain the Contractor's property.

**15. Employees.** All drivers used or employed by Contractor to service the Town shall possess a valid CDL license. The Town shall have the authority to inspect any and all CDL license and related documents at any time belonging to any of Contractor's personnel driving a vehicle at any time in the performance of this Contract. All of Contractor's employees shall always be dressed in proper attire (shirts and long pants or shorts during summer months) clearly showing that the employee is employed by the Contractor and shall behave professionally. All drivers shall obey all traffic regulations, including those related to weight and speed limits. The Contractor shall notify the Town of any proposed changes regarding company policies or personnel that directly affect this Contract.

**16. Contractor's Office.** Contractor shall maintain an office or other facility to which the public and the Town personnel may call or send written and electronic inquiries or complaints and from which the general public and the Town personnel may receive information relevant to the Services. Such office or facility shall be equipped with adequate mediums of communication (telephones and email addresses) to promptly respond to Town and Resident/citizen inquiries or complaints. Contractor's office shall have at least one (1) responsible person in charge and present during all collection hours. The Contractor shall provide the Town with at least one (1) separate telephone number which may be used by the Town personnel to communicate with the Contractor after regular business hours or during an emergency.

**17. Town's Responsibilities and Requirements.** The Town agrees to work collaboratively with Contractor to resolve any end customer or Resident issue that the Contractor cannot reasonably resolve on its own. The Town agrees to supply the Contractor with the most current Town of McCordsville corporate boundary map, for route scheduling purposes.

**18. Residents' Rights, Responsibilities and Requirements.** Contractor may reasonably expect Residents to place Containers close to the curb (or in those areas without

curbs, close to the edge of the pavement), to facilitate collection by the Contractor, and to place all materials out to be collected out by or before 7:00 a.m. EDT on the designated collection day.

**19. Complaints.** All complaints concerning the collection, transportation, and disposal of waste received by the Town will be logged and adhere to the following requirements:

- a. The Contractor, not the Town, shall be the first point of contact for all Resident and customer complaints.
- b. The Contractor shall receive, investigate, and respond to all complaints received from Residents within twenty-four (24) hours after the complaint is received. Any complaint initially received by the Town will be directed to the Contractor's office.
- c. If a complaint is not resolved by the Contractor within twenty-four (24) hours, and where no fault can be found on the complaining Resident's part, as determined in the Town's sole discretion, the Town shall have the right to demand an explanation and/or resolution from the Contractor to its satisfaction, which may include a special collection of Solid Waste, Bulky Items, Yard Waste or recycling.
- d. If the Contractor disputes a determination made by the Town concerning the lack of fault of a Resident, the Contractor may appeal such determination by notifying the Town within twenty-four (24) hours after such determination is made. Such notification may initially be made by telephone, but then must be followed-up in writing.
- e. The Contractor shall reimburse the Town for all costs incurred pertaining to correcting a complaint resulting from negligence on the part of the Contractor which has not been cured by Contractor, including liquidated damages in the amount of Five Thousand Dollars (\$5,000.00), administrative fees and reasonable attorneys' fees.
- f. The Contractor shall maintain a daily log of complaints received in a format acceptable to the Town. A copy of the complaints and their resolutions shall be provided to the Town on a monthly basis and sent to the individual/representative selected by the Town in its sole discretion.
- g. Any missed pickups of residential refuse will be collected not later than 12:00 p.m. the next business day. Where the collection from a Residential Unit is inadvertently missed on a day preceding a holiday or weekend, the complaint shall be resolved and Service provided before 12:00 p.m. on the next day that the Contractor is providing Service within the Town's boundaries under this Agreement.

**20. Uncontrollable Event.** Except for the Town's obligation to pay amounts due under this Agreement, any failure or delay in performance under this Agreement by either party due to an Uncontrollable Event shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

**21. Alleys and Closed Streets; Prevention of Provision of Services; Deviations from Regulations.** Service shall not be discontinued because streets are closed temporarily, due to construction or for other reasons. Contractor shall contact an authorized representative of the Town and seek alternative entry to complete service. Contractor shall conduct its operations such that Contractor interferes as little as possible with the public use of roads, walks, driveways, and entrances to houses and businesses. The Contractor shall make a reasonable effort to contact the Resident of a Residential Unit to remedy the situation if the Contractor is prevented or hindered in the provision of any services required under this Contract. If the Contractor is unable to contact the Resident and remedy the situation, it shall notify the Town of the situation at the end of the workday. The Contractor shall maintain a log of each interference with service where the Contractor is prevented or hindered in the provision of Services, which such log shall be provided to the Town on a monthly basis. The Contractor shall make a reasonable effort to provide the Services regardless of a Residential Unit's deviation from regulations regarding solid waste preparation. The Contractor shall notify the Town and Residential Unit of the Residential Unit's repeated or gross mistakes, with such information included in the interference log required above.

**22. Equal Opportunity.** The Contractor agrees to perform services in accordance 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, height, weight, marital status, or any other criteria which is not relevant to the particular job.

**23. Payments.** The Town shall bill the Residential Units for the services provided. The Town shall receive and process all payments. The Town expressly does not guarantee the participation of any minimum or maximum number of households. Contractor shall be paid monthly, and Town shall remit said monthly payment within thirty (30) days of receipt of giving an invoice from Contractor.

**24. Reporting of Data.** Contractor shall maintain accurate records of the services provide for the Town and shall provide the same to the Town upon its request at any reasonable time. Information will be kept confidential, except as may be required by public disclosure laws

**25. Miscellaneous.**

- A.** Time is of the essence in performance of this Contract.
- B.** Each provision of this Contract shall be separately enforceable and in the event that a court of competent jurisdiction determines any provision of this Contract is invalid or illegal, such decision shall not affect the rest of the Contract, which shall remain in full force and effect. In the event legal action is brought by either party to enforce any provision of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other.
- C.** This Contract shall be governed by and construed in accordance with the laws of the State of Indiana, and any dispute resulting in a claim arising from this Contract shall be filed in the Marion County Commercial Court in Indianapolis, Indiana.
- D.** The relationship by the Contractor to the Town is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' 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.
- E.** This Contract is the sole agreement by and between the parties related to the subject matter hereof. Any changes, additions or deletions shall not be effective unless they are in writing signed by the parties.
- F.** Pursuant to Ind. Code § 22-5-1.7-11, Contractor, by entering into this Contract with the Town, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Contractor is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Contractor states that it does not knowingly employ an unauthorized alien and further affirms that, prior to entering into this Contract with the Town, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
- G.** Consistent with Ind. Code §22-9-1-10, Contractor agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's



race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

- H.** The Parties acknowledge that the Town is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Contract, the Town's fiscal body should fail to appropriate sufficient funds to continue this Contract, it will become null and void. The Town shall not be obligated to perform unless and until sufficient funds are appropriated. The Town agrees to seek funding for the continuation of this Contract during each budget cycle during the initial term or subsequent term of this Contract. The Town agrees to inform Contractor in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.
- I.** Failure to enforce any provision or obligation under Contract shall not be deemed a waiver of that provision, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Contract.
- J.** This Contract may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Contract.
- K.** Any notice required to be sent pursuant to this Contract shall be in writing and sent to either the Town or the Contractor at the address listed below, or such other address as either party may designate in writing to the other party.

Town of McCordsville, Indiana  
6280 Vail Road  
McCordsville, IN 46055  
ATTN: Town Manager

Priority Waste Indiana LLC  
45000 River Ridge Dr., Suite 200  
Clinton Township MI 48038  
Attn: Vincent Hoyumpa

[The remainder of this page is intentionally blank.]

The parties have entered into this Contract by their duly authorized representatives on the date set forth above.

**TOWN OF MCCORDSVILLE**

**PRIORITY WASTE INDIANA, LLC**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Attest (Town): \_\_\_\_\_

Printed: \_\_\_\_\_

Dated: October 8, 2024