

AGREEMENT

THIS AGREEMENT is made on this 1 day of July 2025 by and between the Township of Bentley, a Michigan Municipal Corporation, of 4167 Estey Rd, Rhodes, Michigan, hereinafter referred to as "TOWNSHIP"; and AMERICAN WASTE/GFL INC, a Michigan Corporation, 4102 Industrial Parkway Harrison, Michigan, hereinafter called the CONTRACTOR.

WHEREAS, the Contractor is a corporation authorized by law to engage in the business of collecting and disposing of household garbage and trash hereinafter called solid waste.

NOW THEREFORE, it is agreed as follows:

That the Contractor will, in a sanitary manner, without litter, collect and dispose of all solid waste, with the exceptions hereinafter set forth, from each residential unit within the Township, on a not less than weekly basis.

ARTICLE I - RESIDENTIAL COLLECTION

Section 1. - Solid Waste Collection

The Contractor shall collect solid waste no less than once per week from each residential unit on Monday, all solid waste which is properly prepared and placed. The Contractor shall not be required to collect or dispose of residential solid waste which is not placed by the roadside in an approved manner such as 2- 95-gallon tote or (8) tied plastic bags, GFL provides 1 tote per household.

Section 2. - Large Item Collection

The Contractor is required to collect and dispose of one large item from a residential unit 1 time a week. Residents will be required to adhere to the following large item guidelines:

Large items include:

- A. Household furniture such as a chair, couch, mattress, table, etc.
- B. Appliances such as a stove, hot water tank, microwave, refrigerator, air conditioner, dehumidifier, freezer, etc. Any appliances that contained or once contained HFC's or CFC's like Freon, must have these chemicals extracted by a certified contractor and provide proof of extraction prior to collection.
- C. Vinyl flooring and carpeting must be dry, cut into lengths of six feet or less, rolled, and securely tied.
- D. One boxed, bagged, or securely bundled item(s) not exceeding 35 pounds total.

Large items do not include:

- A. Any containers containing chemicals or liquids such as gasoline, oil, antifreeze, un-solidified paint, or other hazardous liquids.
- B. Broken glass unless prepared as defined in (D.) above.
- C. Building or remodeling materials unless prepared as defined in (D.) above.
- D. Yard waste such as leaves brush, grass, branches, or garden plant waste.
- E. Flammables and explosives.
- F. Burning barrels full of cold or hot ashes.
- G. Appliances that contain or once contained HFC's or CFC's like FREON without the proper extraction certification.
- H. Wet carpeting or carpet pad.
- I. Automotive components.

J. Tires.

K. Items banned from disposal per state or federal statute.

In an effort to recycle and avoid equipment damage, the Contractor reserves the right to collect certain large items with a separate truck no later than one day later than normal residential trash collection. These items will be tagged notifying the resident.

Section 3. - Special Collection Requests

The Contractor shall respond to a special collection requested by the Township. For example, a collection that is necessary to address a code enforcement issue. The Contractor shall invoice the Township for all costs associated with the service based on a mutually agreed upon fee schedule.

Section 4. - Collection Schedule

The Contractor shall collect and dispose of all solid waste from each residential unit on Monday of each week.

Section 5. - Accessibility.

The Contractor will not be required to collect or dispose of household solid waste and large items which are not placed at the curb of a Township and/or County maintained road unless mutually agreed upon and the necessary property damage waivers have been executed regarding each specific driveway(s) and/or private road(s).

Section 6. - Holiday Service.

In the event one of the following holidays occurs on or before the normal collection day, service will be delayed one day. For the purposes of this contract, holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, and Christmas Day.

Section 7. - Severe Weather.

In the event that severe weather conditions prevent the Contractor from servicing all or a portion of the Township of Bentley, the Contractor will collect all solid waste the next day or the following weeks collection day depending on the severity of the weather-related road conditions. In the event this situation should occur, the Supervisor or designee and the Contractor will discuss and decide on what will be in the best interest of both parties regarding safety and service.

ARTICLE II - Billing and Rate Adjustments

Section 1. - Charges and Rates.

The Contractor will invoice the Township \$4950.00 per month which is based on 396 homes at \$12.50. This monthly cost shall include all costs associated with collection and disposal.

Section 2.- Rate Adjustments.

A.

- 2025-\$12.50 per Unit/Month.
- 2026-\$13.06 per Unit/Month.
- 2027-\$13.65 per Unit/Month.
- 2028- \$14.26 per Unit/Month.
- 2029-\$14.90 per Unit/Month.

B. Rate includes all services proposed in the solid waste bid.

- 1) 30-yard container for recycling.
- 2) 8-yard commercial container for the Township Hall.
- 3) 8-yard commercial container for the Cemetery.
- 4) Additional GFL tote \$65 per year fee.
- 5) Bentley Residents are allowed to use their personal totes.

Section 3. - Fuel Surcharge Rate Adjustments.

If applicable a Fuel Surcharge will not be imposed unless diesel prices rise above \$5.00 per gallon as reported by EIA. U.S. Energy Information Administration Diesel Fuel Prices Midwest (PADD2). The contractor will be entitled to apply a fuel surcharge rate in the rate of 1% for every \$.20 of diesel over \$5.00 per gallon each month. Fuel surcharges will not exceed over \$6.50 per gallon.

ARTICLE III - Indemnification and Insurance Requirements

Section 1. - Indemnity.

The Contractor will hold the Township harmless from liability or claims arising from Contractor's operation or conduct under this agreement and further, the Contractor shall procure and maintain during the life of this contract, except where indicated, the following insurance coverage:

- A. Worker's Compensation Insurance, including employer's liability to cover employee injury or disease compensated under the Worker's Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Insurance, to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, and including the following exposures:
 - 1. Bodily injury or property damage in the amount of \$1,000,000; per occurrence/\$2,000,000 aggregate.
 - 2. Premise and operations coverage of like limits.
- C. Comprehensive Automotive Liability Insurance, to cover Michigan No-fault liability, residual bodily injury liability and property damage with coverage limits outlined in Section B-1 above and such policy covering any and all occurrences arising out of the ownership, maintenance or use of any owned, non-owned, or hired motor vehicle.
- D. Comprehensive Excess Liability. Policy to cover excess liability for bodily injury or property damage in the amount of \$1,000,000.
- E. Additional Insured. The township of Bentley must be named as an additional insured on all policies providing coverage under Sections B and C.
- F. Notice of Cancellation. All policies affording the various coverage required shall be endorsed to provide ten-day prior written notice to be delivered to the Township before any of the coverage afforded by these policies are either reduced or cancelled.

ARTICLE IV - OTHER CONDITIONS

Section 1. - Compliance with Local, State, and Federal Laws

The Contractor shall comply with all applicable state, county, and municipal regulations; and the Township shall retain jurisdiction over the health and safety standards of the Contractor's vehicles and their operation. The Contractor will be responsible for maintaining, including proper safety placards, all containers supplied by him.

Section 2. - Service Complaints

- A. An employee of the Contractor will be available to answer questions and resolve service issues between the hours of 8:00am and 5:00pm Monday

through Friday excluding holidays at 989-588-6000. An answering service or recorder may be used to record messages received between the hours of 5:00p and 8:00a. Prompt action shall be taken to remedy any condition which constitutes a failure to fulfill the terms of this contract. The Township Supervisor or a designee will respond to any complaints that are not resolved to the customer's satisfaction by the Contractor to fulfill the terms of this contract and resolve disputes concerning services provided under this contract. The Supervisor or designee's decision shall be final and binding upon both the Township and the Contractor.

- B. The Township may, at its discretion, after providing the Contractor with at least one full working day to respond to the complaint, take whatever actions are necessary to remedy the situation and charge the Contractor for the costs incurred by the Township in time and equipment.

Section 3. – Contractor Failure/City Options

If the Contractor fails to provide collection services for the Township on a Township-wide basis for three or more consecutive scheduled service days, or if the Contractor fails (provided such failure is not due to war, insurrection, riot, Act of Nature, or other justifiable cause beyond the Contractor's control) to provide the contracted services in a satisfactory manner in accordance with the terms of this contract, the Township may take one or more of the following actions:

1. Temporarily contract with another contractor for a period of up to thirty calendar days, the cost of which shall be borne by the current Contractor.
2. If the Contractor is unable for any cause or reason to resume Contract performance at the end of the thirty-day period, the Township may deem the Contract terminated and the Township shall be free to negotiate with other Contractors for the operation of collection services. Such operation with another Contractor shall not release the Contractor herein of his liability to the Township for breach of this Contract.
3. If there are more than three separate interruptions of service as described above within any twelve-month period, the Township may deem the contract terminated, and the Township shall be free to negotiate with other Contractors for the operation of collection services. Such operation with another Contractor shall not release the Contractor herein of his ability to the Township for breach of this Contract.

Section 4. - Bankruptcy

If the Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit for his creditors or if a receiver should be

Section 10. - Parties Bound

This agreement shall be binding not only upon Township of Bentley and American Waste/GFL, but also their respective heirs, successors, and assigns.

ARTICLE V - TERM OF AGREEMENT

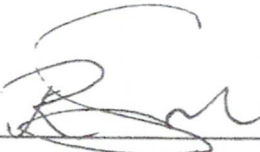
Section 1. - Terms of Contract

The contract term shall be for a period beginning July 1, 2025, and expiring June 31, 2030.

Section 2. Agreement Extensions

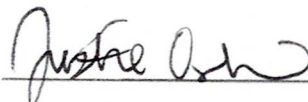
A 5-year contract extension of the agreement in effect may be considered by the Township provided that the contractor submits a written notice of their desire to extend the current contract no later than March 30, 2030. Any additional contract extensions beyond the first extension shall be agreeable by both parties.

IN WITNESS THEREOF, the parties have executed this Agreement, the day and year first above written.

 Date 6/11/25

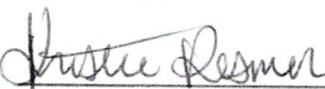
Rick Fancon,

General Manager, American Waste/GFL

 Date 6/17/2025

Justine Osborn, Supervisor

Township of Bentley, Gladwin County

 Date 6/17/2025

Kristie Resmer, Clerk

Township of Bentley, Gladwin County