

WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT, Made and entered into this date September 19, 2022 by

And between the TOWN OF CLARKS HILL, CLARKS HILL, INDIANA, organized under the laws of the State of Indiana, (hereinafter referred to as the "Town"), and D & D TRASH SERVICE

_____ (Hereinafter referred to as the "Independent Contractor")

WITNESSETH:

Whereas the Independent Contractor is qualified to provide solid waste collection services in accordance with the terms hereof; and

Whereas the Town desires the Independent Contractors to collect residential solid waste within the corporate boundaries of the town hereinafter referred to as "THE CONTRACT AREA", pursuant to the bid submitted by the Independent Contractor to the Town.

Now, Therefore, in consideration of the mutual covenants, agreements, and considerations contained herein, the Town and the Independent Contractor hereby agree as follows:

1. **TERMS:** The term of this Agreement shall commence on September 19, 2022 to December 31, 2027 (a term of 5 years)

2. **SERVICE TO BE PERFORMED BY CONTRACTOR:** All persons occupying or maintaining a place of residence within the contract area shall be provided regular weekly waste collection service under this Contract at the designated collection point, defined as being with (3) feet from any object (mailbox, car, basketball goal etc...) the collection point shall be at the "Front" of the residence "Curb Side".

The Independent Contractor shall perform all the solid wastes Collection, which shall include at least one weekly collection at all places of residence on a schedule approved by the Town Council.

3. **Definitions of Basic Trash Removal Services:** The word "garbage" as used herein shall mean and comprehend all and every refuse accumulation of animal, fish, fowl, fruit, or vegetable matter that results from preparation, use, cooking, retail or wholesale dealing in, or storing of meat, fish, fowl, or vegetable and shall include garbage wrapped in paper or its equivalent. It shall further mean and include tin, cans, glass, bottles, and broke crockery which have been used as food or beverage holders, and old bottles, glass, China, and crockery.

A. The word "rubbish" as used herein shall mean and comprehend materials other than garbage, resulting from ordinary household operations, including such items as tin, cans, glass, bottles, ashes, papers, magazines, and newsprint, boxes, rags, old shoes, small cartons, etc., in

approved containers or plastic bags. Burning Barrels will not be emptied; Burning Barrels that are worn out, and empty will be taken away at an extra charge. Excluded is oil, paint, articles, or cans too large for packer-type truck, grass clippings, leaves, and tree limbs; and all debris results from construction repairing or remodeling materials from any building whereas a dumpster should be used. No sizable items such as refrigerators, freezers, air conditioners, washers, dryers, stoves and water heaters will not be taken away. No items that are hazardous materials will be taken. No electronics such as TV's, VCR's, computers and monitors, stereos, etc. will be taken. Large chairs, couches, mattresses, and box springs will be taken away for an extra charge.

B. The word "residence" as used herein shall mean a dwelling unit such as a home, trailer, or multi-family dwelling, not including hotels, or motels. Each unit of multi-family dwelling shall be considered a separate dwelling unit for the purpose of billing with maximum of three (3) units.

4. **Hours:** Collection shall be made between the hours of 7:00 am to 7:00 pm on **Monday** of each week. All collections shall be made as quickly as possible. If weathers conditions prohibit, at the discretion of the street superintendent of the Town or his/her designee, when any collection is scheduled, the Independent Contractor shall not be required to perform collection on that day but shall be responsible for making collection on the next day that conditions are not prohibitive.

5. **Approved Containers:** The Independent Contractor shall not be required to collect material that has not been placed in approved containers or in a manner herein provided. All garbage and rubbish to be collected shall be placed in a suitable container.

6. **Disposal:** All garbage and rubbish collected by the Independent Contractor shall be disposed of in a sanitary landfill approved by the Town and the Indiana Department of Environmental Management. (I.D.E.M.)

7. **Routes and Schedules:** The Independent Contractor hereby agrees that it shall use collection routes and schedules in an efficient and timely manner.

8. **Complaints:** Independent Contractor hereby agrees that if the Town receives any complaints regarding its waste collection during a particular day, all such complaints will be resolved by the Independent Contractor as quickly as possible, and the Independent Contractor shall advise the Town as to the disposition of each such complaint.

A. Contractor requests that all complaints to be transferred to its office at 765-359-1610 to be solved as soon as possible and will advise the Town of the disposition of each complaint. A. Independent Contractor driver will stop in periodically at the Town Hall a check in for any complaints or problems in trash removal services.

9. Contractor's Personnel:

A. The Independent Contractor shall assign a qualified person(s) to be in charge of his operations in the Town and shall give the name(s) to the Town, if requested, information regarding experience shall also be furnished, if requested.

B. The Town has the right to require that the Independent Contractor's collection employees wear clean clothing and carry identification bring the company and employee's name.

C. Each employee shall, always, carry a valid operator's license for type of vehicle he/she is driving.

D. The Independent Contractor for reasons, of race, creed, sex, color, or religion shall deny no person employments.

Compliance with Laws: The Independent Contractor shall conduct operations under this agreement in compliance with all applicable Federal, State and Municipal laws and ordinances.

10. indemnity and insurance: The Independent Contractor shall indemnify, save harmless, and expect the Town, its officers, agents, servants, and employees, from and against all suits, actions, legal proceedings, claims, demand damages, cost expenses, and attorney fees incidental at any work done in the performance of this agreement.

A. The Independent Contractor shall take out and maintain during the life of the contract such Public Liability and Property Damage, Insurance as shall protect him and Town from claims for damages for personal injury including accidental death as well as from claims from petty damage, which may arise from operations under this contract. The amounts of such insurances to be as follows:

B. Public Liability Insurance in an amount not less than \$100,000 for injuries, including accidental death to any one person and subject to same limit for each person, in an amount not less than \$5000,000 on account of one accident, and property damages in an amount of not less than \$50,000.

C. The Independent Contractor shall furnish to the Town a certificate of compliance with all the foregoing insurances requirements, now and annually, Failure to so be cause for the cancellation of the Contract by the Town.

11. Effective Date: This agreement shall become effective upon its execution by the parties hereto.

12. Compensation: In consideration of services performed by the Independent Contractor here on the Town shall pay the Independent Contractor the sum of \$ 10.00 per Regular

household and \$ 10.00 per Senior Citizen household. The Town will be billed for the January in February of each month thereafter. The Independent Contractor is responsible for keeping an accurate account of the number of households collected each week and informs the Town of any changes therein. This charge will change yearly.

13. **Clarks Hill Town Hall:** Independent Contractor will supply the Town hall with 1 tote at no charge.

14. **Clarks Hill Fire Department:** : Independent Contractor will furnish the Clarks Hill Fire Department's Annual Fish Fry a dumpster at no extra charge. They will also furnish a dumpster behind the building to be empty weekly.

15. This contract will be enforced unless Independent Contractor and/ or the Town wishes to cancel it. It will need at least 30 day written notice.

16. This is agreement between the Independent Contractor and the Town of Clarks Hill

Town Council of Clarks Hill, Indiana

X 

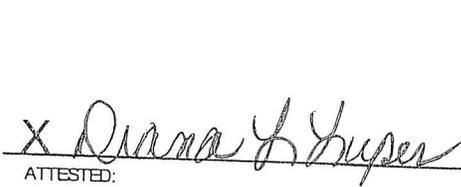
Robert V. Davis
Town Board President

X 

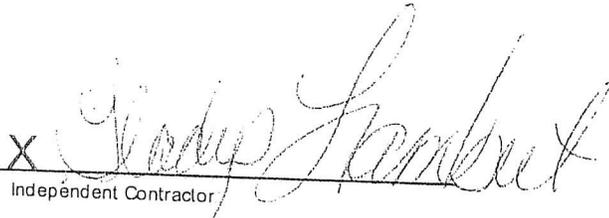
Clark D. Whitley
Town Board

X 

Carla J. Stearns
Town Council

X 

ATTESTED:
Diana L. Luper

X 

Independent Contractor