

## TRANSFER STATION AGREEMENT

This agreement is made between E.R. Disposal, Inc. (Doing business as North Country Disposal), of 304 N. M-553 Marquette, Michigan 49855 (Contractor) and Powell Township, a Michigan municipal corporation of 101 Benzinger Street, Big Bay, Michigan 49808 (Township).

### RECITALS:

- A. E.R. Disposal, Inc., is in the business of refuse collection and recycling.
- B. Powell Township is a municipality in the State of Michigan, which in its normal course of business, provides for refuse collections for its citizens.
- C. Powell Township wishes to enlist the services of E.R. Disposal, Inc., to assist in the refuse collection of its citizens.

The parties agree as follows:

- 1. **CONTRACTORS DUTIES.** The Contractor, who represents that the Contractor is qualified and willing to perform the services described herein as an independent contractor, shall service Township trash containers, service Township recycling containers, and provide roll-off containers for spring cleanup.
- 2. **COMPENSATION.**
  - A. **Township Trash Containers.** Contractor will dump the Township trash containers as needed and at the direction of Township. Contractor will transfer the trash collected to a site operated by the Marquette County Solid Waste Management Authority, located off County Road 480, in Marquette County. Township will pay Contractor the sum of \$403.02 for each time Contractor pulls Township's containers.
  - B. **Township Recycling Containers.** Contractor will dump the Township recycling containers as needed and at the direction of Township. Contractor will dispose of recyclables in its own discretion. Title to recyclables vests completely and entirely in Contractor once the recyclables leave Township's property. Township will pay Contractor the sum of \$403.02 for each time Contractor pulls Township's containers.
  - C. **Spring Clean Up.** Contractor will provide four (4) roll off containers for use by Township during its spring cleanup. The roll off containers will be provided for

two weekends, as directed by Township. Contractor will dump the roll off containers as needed and at the direction of Township. Contractor will transfer the trash collected to a site operated by the Marquette County Solid Waste Management Authority, located off County Road 480, in Marquette County. Township will pay Contractor the sum of \$403.02 for each time Contractor dumps the roll off containers. In addition, Township will pay Contractor the sum of \$5.00 per day, per container, for a roll off rental fee.

**D. Tipping Fees.** The Township understands that the Marquette County Solid Waste Management Authority charges tipping fees, for all materials provided to their site for disposal. Township agrees to be billed directly by the Marquette County Solid Waste Management Authority for all tipping fees for A-C above. The Township further agrees to pay said tipping fees directly to the Marquette County Solid Waste Management Authority.

**E. Payment.** Township agrees to pay Contractor for its services within 15 days of the date on the invoice provided to Township by contractor.

- 3. TERM OF CONTRACT.** This contract shall begin on March 8, 2017 and shall continue thereafter for a term of five (5) years.
- 4. AUTOMATIC RENEWAL.** This Agreement shall automatically renew for an additional term of five (5) years, Unless either Contractor or Township indicates it does not wish to exercise its option for the additional five (5) year extension, in written correspondence provided to the other party at least thirty (30) days prior to the renewal date.
- 5. INCREASE OF RATE.** The compensation as described in 2 (A) – (C) above, will be increased by 3.5% each year, for the duration of the Agreement, whether five (5) years or ten (10) years.
- 6. RECYCLING.** The recycling can be either co-mingles or streamlined.
- 7. MANPOWER.** Contractor will not provide any manpower to oversee the use of the refuse and recycling containers. Contractor will not provide manpower for the spring cleanup. If Township requires manpower from Contractor, that requires written acknowledgement of same, signed by both parties Contractor agrees that manpower would then be provided at the rate of \$50.00 per man-hour.

- 8. CONTAINER RENTAL FEES.** If Township requires the use of containers from Contractor, to include but not limited to the roll offs in 2 (C) above, Township will pay Contractor a rental fee of \$5.00 per day, per container, while containers remain on Township property; or property designated by Township.
- 9. TRUCKING.** If Township requires additional trucking services, not otherwise addressed in this Agreement, Contractor agrees to provide trucking services at a rate of \$125.00 per hour.
- 10. MAINTENANCE.** Township agrees to be responsible for all maintenance of the transfer facility and Contractor is in no way responsible for same. Maintenance includes, but is not limited to, snow removal, painting, and any necessary repairs. Township is responsible for any damage to Contractor equipment, caused solely by township while at the Township transfer facility, other than regular and normal wear and tear. Contractor is responsible for any damage to Township property or equipment caused solely by contractor, other than normal wear and tear.
- 11. STORAGE.** Contractor agrees to store Township's extra containers at Contractor's facility located at 83 Eagle Mills Road, Negaunee, Michigan at no charge, for the duration for this Agreement.
- 12. LIABILITY / INSURANCE.** The Contractor shall carry appropriate worker=compensation, no-fault auto, hazard and liability insurance coverage written on an occurrence basis during the term of this agreement. Contractor shall provide proof of such coverages upon written request by Township.
- 13. INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor-client relationship will be created by this Contract. The conduct and control of the work will lie solely within the purview of the Contractor. The Contractor and employees of the Contractor are not entitled to any of the benefits that Township provides for its employees. Neither Township nor the Contractor will have any right, power, or authority to create any obligation, expressed or implied on behalf of the other.
- 14. COMPLIANCE WITH LAWS.** The Contractor represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (a) the Contractor can lawfully work in the United States and if fully licensed to perform this type of work; (b) Township shall obtain, at its own expense any permits

required for the Contractor's services under this Agreement, if any; and (c) the Contractor shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of Michigan and any other jurisdiction in which the Contractor is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes which are applicable to the work to be done by the Contractor under this Agreement.

**15. CHOICE OF LAW/FORUM.** This Agreement shall be interpreted, construed and governed by the laws of the State of Michigan and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, Township and the Contractor agree that litigation shall be conducted in the State of Michigan and venue shall be proper in Marquette County.

**16. BINDING EFFECT/AMENDMENTS.** This Agreement shall become binding when signed by the parties. This Agreement supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Contract between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

**17. SERVABILITY.** If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.

**18. COUNTERPARTS AND FACSIMILE.** The parties agree to accept facsimile copies as originals. The parties also agree that this Agreement can be executed in parts, on different dates and at different times, and that the Agreement becomes effective upon the date and time of the last required signature.

IN WITNESS WHEREOF, the Contractor and Township have executed this Agreement,  
effective as of the last date written below.


**E.R. Disposal, INC. (dba North Country Disposal)**

/s/  \_\_\_\_\_

By: Gordon LaMere,  
Its: Vice president

DATE

**POWELL TOWNSHIP**

/s/ 

By: Darlene Turner,  
Supervisor

3-21-2017

DATE

**POWELL TOWNSHIP**

/s/ 

By: Linda Gamble,  
Its: Clerk

3-21-2017

DATE