

**AGENDA RESERVATION REQUEST**

**CITY OF FRANKLIN  
 BOARD OF PUBLIC WORKS AND SAFETY**  
 Please type or print

<b>Date Submitted:</b>	9-8-2011	<b>Meeting Date:</b>	9-20-2011
<b>Contact Information:</b>			
<b>Requested by:</b>	Rick Littleton		
<b>On Behalf of Organization or Individual:</b>		DPW	
<b>Telephone:</b>	888-736-3640		
<b>Email Address:</b>			
<b>Mailing Address:</b>			
<b>Describe Request:</b>			
ACCEPTANCE OF CONTRACT FOR CURBSIDE RECYCLING AND SOLID WASTE MANAGEMENT SERVICES			
<b>List Supporting Documentation Provided:</b>			
Contract			
<b>Who will present the request?</b>			
<b>Name:</b>	Rick Littleton	<b>Telephone:</b>	888-736-3640

*The Franklin Board of Works meets on the 1st and 3rd Tuesday of each month at 9:30 a.m. In the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday prior to the Board of Works meeting.*

# CONTRACT FOR CURBSIDE RECYCLING AND SOLID WASTE MANAGEMENT SERVICES

This contract is entered into this 1<sup>st</sup> day of January, 2012 between the **City of Franklin, Indiana**, hereinafter referred to as "City" and Ray's Trash Service, Inc., hereinafter referred to as "contractor" is pursuant of the specification set forth in the City of Franklin's Request for Proposal, and Ray's Trash Service, Inc.'s May 10, 2011 submitted bid.

NOW AND THEREFORE, it is agreed as follows:

Effective January 1, 2012 contractor shall provide once per week solid waste collection and once per week curbside recycling collection for all residential units within the City of Franklin. Each residence will be limited to Eight (8) cans/bags of trash per week, with no limit on containers the week following the Christmas holiday. Large and/or bulky items will be collected on the first full week of each month along with regular trash at no additional charge. All specifications set forth in City of Franklin's Request for Proposal, and/or ordinances pertaining to solid waste and recycling management services will be adhered to by both City and Contractor.

The required containers and service at City facilities as indentified in the bid specifications will be provided at no additional charge. A 30-cubic yard container located at the Department of Public Works Wastewater Treatment Plant (or other site as designated by the City) will be provided at the rate of \$130.00 per load plus \$30 per ton disposal fee.

Ray's Trash Service, Inc. shall invoice the City of Franklin on a monthly basis based on 7,158 units to be serviced as follows \$9.16 per unit per month. Should the unit count change, contractor will come before the Board of Public Works to request a unit count change that will reconcile with the Sewer Billing Clerk's recommendation for a six (6) month period.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, composting fees, surcharge fees and/or additional fuel costs) as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials, then the City shall, after negotiation with Ray's Trash Service, Inc. and approval by resolution of the Board of Public Works, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Ray's Trash Service, Inc.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table or unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "force Majeure Event), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract shall be for two (2) years effective January 2012 and continuing through December 31, 2014. This contract may be renewed on a month to month basis upon mutual agreement of both parties and upon the same terms and conditions as set forth herein.

IN WITNESS WHEREOF, the City of Franklin, by its duly authorized representative, hereunto subscribes its name this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, effective as of \_\_\_\_\_.

**CITY OF FRANKLIN, INDIANA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**RAY'S TRASH SERVICE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President

\_\_\_\_\_  
Date