

TOWNSHIP OF BIRCH RUN
SAGINAW COUNTY, MICHIGAN

BIRCH RUN TOWNSHIP
RESOLUTION TO APPROVE AMENDED AND RESTATED MEMBER CONTRACT
NO. 2017-07

At a Regular Meeting of the Birch Run Township Board, Township of Birch Run, Saginaw County, Michigan, held at the Township Meeting Room on the 18th day of April, 2017, at 7 o'clock Eastern Standard Time.

PRESENT: Letterman, Trinklein, Parlberg, Moore, Kiessler, Sheridan, Totten
ABSENT: None

The following resolution was made by _____ and seconded by _____:

WHEREAS, Birch Run Township has been a Member of the Mid Michigan Waste Authority Since 1999; and

WHEREAS, since the commencement of its membership in the Authority, the contracts under which Authority receives solid waste services have been amended, extended and/or replaced by new contracts; and

WHEREAS, Municipality desires to continue to receive Member Services under the current solid waste services contracts which are attached to the Amended and Restated Member Contract as Schedule 1.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Amended and Restated Member Contract with Mid Michigan Waste Authority, together with the contracts for solid waste services under said Contract, are hereby approved in all respects.
2. This Municipality shall include in its budget the sum or sums necessary each year to meet the payment(s) due the Authority for elected solid waste services rendered and its pro rata share of administrative costs based upon the number, provided by this Municipality, of household units that shall be served in each individual member community.
3. Supervisor Ray Letterman and Clerk Corey Trinklein are hereby authorized to execute and deliver on behalf of this Board the Amended and Restated Member Contract attached hereto as **Exhibit 1**.

RESOLUTION DECLARED ADOPTED.

YEAS:
NAYS: None
ABSTENTIONS: None

STATE OF MICHIGAN)
) SS
COUNTY OF SAGINAW)

I, the undersigned, the fully qualified and acting Clerk of the Township of Birch Run, Saginaw County, Michigan, do hereby certify that the foregoing is a true and complete Copy of a resolution adopted at a regular meeting of the Township Board of the Township of Birch Run, Michigan, held on the 18th day of April, 2017, the original of said meeting was given to and in compliance with Act 267, Public Acts of Michigan, 1976.

IN WITNESS WHEREOF, I have hereunto fixed my official signature on this 19th day of April 2017.

Corey Trinklein, Clerk
Birch Run Township



Mid Michigan Waste Authority Amended and Restated Member Contract

This Agreement is entered into effective _____, 20____, between the Mid Michigan Waste Authority, a Michigan Multi-Municipal Corporation (Authority), and Birch Run Township, a Michigan Municipal Corporation (Municipality).

RECITALS

1. Birch Run Township has been a member of the Authority since 1999.
2. Since the Authority's inception, the contracts under which it provides household solid waste services ("Services") to its members, including Municipality, have been amended, extended and/or replaced by new contracts for the same or similar services. The current household solid waste contracts under which Municipality receives services from Authority are attached as Schedule 1.
3. The parties desire to restate and reaffirm the Municipality's contract for Services through December 31, 2022.

THEREFORE, in order to carry out the stated intent of the parties and other valuable consideration, it is agreed as follows:

AGREEMENT

1. SERVICES AND TERM. The Authority shall administer and provide the Services set forth in the **Schedule 1** Contract(s) subject to all of the terms and conditions provided therein. The Municipality agrees to accept said services for the full term, including extensions, of each contract selected.
2. COMPENSATION. The Municipality shall include in its budget the sum or sums necessary each year to meet the payment(s) due to the Authority for elected Services and its pro rata share of administrative costs ("Administrative Fee") based upon the number of household units that are assessed for service in each member municipality.
3. RELATIONSHIP OF PARTIES. The Authority shall have exclusive control of and the exclusive right to control the details of the services and work performed by its contractors and all persons performing the same and shall be solely responsible for the acts and omissions of the Authority, its officers, agents, employees, contractors and sub-contractors, if any. Nothing herein shall be construed as creating a partnership or a joint venture between the Authority and the Municipality. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of the Municipality, nor shall any such person be entitled to any benefits available or granted to employees of the Municipality.

4. BILLINGS. Billing shall be made on a monthly basis by the Authority to its members, pursuant to terms and conditions to be agreed upon by the parties. Member bills are to be paid within 30 days of receipt of such.

5. HOLD HARMLESS. Authority agrees to indemnify, hold harmless and defend the Municipality, its officers, agents, servants and employees, from and against any and all liability, claims, demands, actions or suits, of whatsoever character or kind arising or resulting from, or in any way connected with, Authority's performance of this Agreement, the operations of Authority, its agents, employees, contractors or sub-contractors, or failure of Authority to comply with the provisions and requirements of all applicable permits, licenses, law or regulations. The Authority's indemnification shall not, however, apply to acts or omissions of the Municipality which constitute gross negligence.

6. TERMINATION.

A. In the event Authority defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the terms of this Agreement, Municipality shall notify Authority in writing of the nature of such default. Within 30 days following such notice, Authority shall:

1. Correct the default; or
2. In the case of a default not capable of being corrected within thirty (30) days, Authority shall commence correcting the default within thirty (30) days of Municipality's notification thereof, and thereafter correct the default with diligence.

B. If Authority fails to correct the default as provided above, Municipality, without further notice, shall have all of the following rights and remedies which Municipality may exercise singly or in combination:

1. The right to declare that this Agreement, together with all rights granted Authority hereunder, are terminated, effective upon such date as Municipality shall designate;
2. The right to license others to perform the serviced otherwise to be performed by Authority hereunder, or to perform such services itself.
3. The right to pursue a claim for damages in any Court with proper jurisdiction or seek any other relief permitted by law.

7. LAW TO GOVERN. This Agreement is entered into and is to be performed in the State of Michigan. Authority and Municipality agree that the law of the State of Michigan shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

8. AMENDMENT. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

In witness thereof, the undersigned, representing their respective organizations, place their signatures, effective the day and year first above written.

AUTHORITY:

Birch Run Township:

MMWA Chairman

Title:

Date

Date

Title:

Date

SCHEDULE 1

MMWA CONTRACTS FOR SOLID WASTE SERVICES

1. Curbside Solid Waste Collection Agreement with Waste Management of Michigan, Inc., Effective January 1, 2016 through December 31, 2022.
2. Waste Disposal Services Agreement with Waste Management of Michigan, Inc., Effective January 1, 2005, as amended March 21, 2013 through December 31, 2022
3. Processing and Marketing of Residential Recyclable Materials Agreement with Resource Recovery Systems, LLC, Effective January 1, 2015 through December 31, 2016. The term may be extended for ten one year renewals with the mutual consent of the parties. Term has been extended through December 31, 2017.