CONTRACT BETWEEN

CITY OF WESTFIELD, INDIANA

AND

RAY'S TRASH SERVICE

SOLID WASTE/RECYCLE AND YARD WASTE COLLECTIONS AND DISPOSAL

IN THE CITY OF WESTFIELD, INDIANA

CONTRACT

SOLID WASTE/RECYCLE COLLECTION AND DISPOSAL IN THE CITY OF WESTFIELD, INDIANA

THIS CONTRACT, is made and entered into on January 1, 2016, by and between the City of Westfield, hereinafter referred to as "City" and Ray's Trash Service, a corporation duly organized under the laws of the State of Indiana, and being duly licensed to do business in the State of Indiana, hereinafter referred to as "Contractor".

WITNESSETH, that the City and the Contractor mutually agree as follows:

All Provisions of the contract shall be strictly complied with and conformed to by the contractor, and no modification or amendment to this contract shall be made except upon the written consent of both parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract except as specifically provided for in such amendment.

This contract is intended to conform in all respects to applicable statues of the State of Indiana, and if any part or provision of this contract conflicts therewith, the statue shall govern.

In addition, all provisions required by law are to be inserted into this contract shall be deemed to be inserted whether they are actually included or not. Any provision of this contract or any of the incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.

CONTRACT SPECIFICATIONS

The contractor shall provide all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide solid waste collection and disposal services to all eligible residential dwelling units and the designated city facilities in the corporate limits of the City of Westfield, Indiana as specified and described in the specifications and contract documents.

TERM

The contractor shall begin providing services for solid waste/recycle collection and disposal and the collection and disposal of bulk waste items not containing refrigerants in the City of Westfield, Indiana on January 1, 2016, and shall continue such services under the same terms and conditions until December 31, 2020, unless otherwise terminated by either party in accordance with the terms and conditions of the contract documents. The parties agree that this contract may be extended for an additional period of up to (3) three years, conforming to the same terms and conditions set forth in this contract upon written approval of both parties.

CONTRACT PRICE

The City shall pay the contractor for solid waste/recycle collection and disposal from all eligible residential dwelling units and the designated city facilities in the City of Westfield, Indiana.

The contract price shall be based upon the solid waste/recycle collection for a sixty (60) month period at each single family dwelling within the city limits of Westfield starting with an estimated number of eleven thousand (11,000). This includes single family homes, which have been converted into apartments and duplexes. This figure also includes condominium units in the City of Westfield for which collections shall be made.

The contractor should make arrangements with each of the condominium associations for what type of pick-up they require (either individual units or dumpsters).

1. All dwellings shall receive service immediately upon occupancy or annexation.
2. The City will bill units quarterly and remit payment to contractor monthly based on amount collected during the monthly period.
3. The contractor shall not receive any additional monetary compensation during the life of the contract, including the renewal years due to disposal/tipping fees, rates of changes increased at landfill, transfer station or incinerator disposal sites. Any increases the contractor incurs shall be at no cost to the City of Westfield. The contractor shall submit updated documentation stating any reduction in unit prices that the City of Westfield would receive due to any landfill, transfer station, materials recovering facility, and/or incinerator site reopening or opening in the near vicinity of Westfield in which the contractor elects to utilize to dispose of their collected trash and garbage. Costs for the City Department containers and collection shall not be paid for directly, but included as part of the residential trash collection costs.

1. IN GENERAL

A. The services to be performed by the contractor shall consist of solid waste collection and disposal from eligible residential dwelling units and from designated city facilities in the City of Westfield, Indiana. This shall include the provision for all labor, equipment, materials, in these specifications and contract documents.

B. The services to be performed under the contract shall consist of recycle collection and disposal from eligible residential dwelling units and from designated city facilities in the City of Westfield, Indiana. This shall include the provision for all labor, equipment, materials, in these specifications and contract documents.

C. The services to be performed under this contract shall consist of yard waste collection and disposal from eligible residential dwelling units in the City of Westfield, Indiana. This shall include the provision for all labor, equipment,

materials, tools, insurance, supervision, and all other items necessary to provide the described services set forth in these specifications and contract documents.

D. "Solid Waste/Recycle Collection and Disposal" and "Yard Waste Collection and Disposal" are on the basis of a rate per container or included as part of the total cost for the selected option for solid waste/recycle and yard waste collected, compacted, transported and disposed of.

E. The pickup limit of brush will be included with the solid waste container/cart quantities agreed upon. A bundle will be considered as one (1) container and included in the agreed upon container limit.

2. INDEPENDENT CONTRACTOR STATUS

A. The contractor(s) performing services under a contract with the City shall be deemed an independent contractor and operate as a separate entity from the City of Westfield. The City shall be, in no way, responsible for any acts or omissions of the contractor or its employees.

NON-DISCRIMINATION

A. The contractor hereby assures that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The contractor or any subcontractors, or any other person acting on behalf of the contractor or subcontractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of a contract with the City of Westfield, with respect to said employee's hire, tenure, terms, conditions, and privileges of employment or any other matters directly or indirectly related to employment because of the employee's or applicant's race, color, religion, age, gender, disability, national origin, or ancestry. Also, in this regard and pursuant to Indiana Code 36-1-12-15(b), the contractor agrees that the provisions of Indiana Code 5-16-6-1 are hereby incorporated by reference into these specifications and contract documents as if they were fully set forth herein, and shall be binding upon the contractor. Breach of this covenant may be regarded as a material breach of contract.

4. PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT

   A. The contractor for "Solid Waste/Recycle Collection and Disposal, including Yard Waste", shall furnish the City of Westfield a corporate surety bond or an irrevocable letter of credit from an Indiana financial institution in the amount of One Hundred Thousand Dollars ($100,000.00) or 10% of the total contract amount, whichever is higher.

   B. The corporate surety bond or irrevocable letter of credit shall be conditioned on the faithful performance of the work in accordance with these specifications and contract documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the work.

5. INSURANCE

   A. The contractor shall furnish the City of Westfield a certificate of insurance in accordance with the following minimum requirements, shall maintain insurance in full force and effect, and shall keep on deposit at all times during the term of the contract, with the City of Westfield, the certificate of proof of issue by the insurance carriers that such insurance is in full force and effect. The contractor shall specifically include liability coverage for the City of Westfield as an additional insured.

   B. Each certificate shall require that notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

   C. The contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation	Statutory
Employer's Liability	$2,000,0000
General Liability	Combined bodily injury and property damage $2,000,000 each occurrence and aggregate
Automobile Liability	Combined bodily injury and property damage $1,000,000 each occurrence and aggregate
Excess Umbrella Coverage	$5,000,000 each occurrence

D. Employer's liability coverage will be required of the contractor and any subcontractor where any class of employee engaged in the performance of work is not protected under the worker's compensation statute.

E. To the extent permitted by law, all or any part of required insurance coverage(s) may be provided under a plan of self-insurance subject to the approval of the City of Westfield. Any plan of self-insurance must be submitted for review when bids are submitted.

6. INDEMNITY

A. The contractor shall agree to indemnify and hold harmless and blameless the City of Westfield, its officers, agents, officials, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths arising out of any negligent act of omission by the contractor or any of its officers, agents, officials, and indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to reason of insurance required under the provisions of these specifications and contract documents.

7. FORCE MAJEURE

A. Neither the contractor nor the City shall be liable neither for the failure to perform their duties nor for any resultant damage, loss, etc., if failure is caused by catastrophe, riot, war, government order or regulation, strike, fire, act of God or other similar or different contingency beyond the reasonable control of the contractor or City.

B. If such circumstances persist for more than fourteen (14) days or if after their cessation the contractor is unable to render full or substantial performance of the service for a period of fourteen (14) days, the contractor or the City may terminate this contract upon written notice given at least thirty (30) days in advance to the other party.

8. ASSIGNMENT OF CONTRACT

   A. The contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having the prior written approval from the City of Westfield . Any attempt by the contractor to subcontract or assign any portion of the contract shall not be construed to relieve the contractor from any responsibility to fulfill its obligations in accordance with the provisions of these specifications or any contract documents.

9. CONTRACTOR'S DEFAULT

   A. If the contractor fails to provide services in accordance with the provisions of these specifications or any contract document, or fails to provide services in a satisfactory manner, the City shall have the right to demand in writing a statement that explains the reasons for non-performance, or the delayed, partial or substandard performance of service, along with adequate assurance from the contractor that steps have been or are being taken to rectify the situation. The contractor must, within five days of receipt of such demand, return a written statement to the Westfield City Council or its designated representative. The contractor also has the option to appear before the Westfield City Council.

   B. It shall be mutually agreed that if the contractor fails to provide services in accordance with the provisions of these specifications or any contract document, and the contractor is not able to correct the breach within twenty-four (24) hours, the City may provide or have provided temporary collection and disposal services without actually terminating the contract. If such provisions are made by the City, the contractor shall be responsible for any and all costs that may be incurred for such services, and such amounts shall be deducted from amounts owed to the contractor. If the costs for such services exceed the amounts owed to the contractor, the contractor is liable to reimburse the City for any such costs.

   C. If the contractor fails to provide services in accordance with the provisions of these specifications or any contract document for a period of five (5) days, except under conditions of force majeure, the City may, after giving the contractor five (5) days written notice of the nature of the breach, terminate the contract. The

City shall find another suitable entity to provide collection and disposal services, and the contractor shall be responsible for the cost if the difference in cost if such substitute service exceeds the contract rate. If such provisions are made by the City of Westfield, any and all costs and expenses which may be incurred shall be deducted from amounts the City may owe the contractor. If the costs exceed the amounts owed in the contract, the contractor is liable to reimburse the City for any such costs.

D. The contractor may be considered in default by the City if any of the following occur:
   1. The contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
   2. Proceedings are instituted by or against the contractor or an order is made or entered granting an extension of time for payment, composition, adjustment, modification, settlement or satisfaction of its debts and liabilities.
   3. A receiver of trustee is appointed for the contractor or the contractor's property.
   4. The contract is subcontracted without the consent of the City of Westfield.
   5. The contract or any right, monies or claims are assigned by the contractor without the consent of the City of Westfield.
   6. There is a substantive breach of any obligation or duty owed under the provisions of these specifications or any contract document.

E. The City shall also be entitled as a matter of right to an injunction against any breach of the provisions of the contract.

F. If it becomes necessary for the City to institute legal proceedings to enforce the provisions of these specifications or any contract document, the contractor shall be responsible for the City's costs of such litigation, including reasonable attorney's fees.

10. REVOCATION

A. Within the first one hundred twenty days after the signing of this contract by both the City and the Contractor, should the City find that the contractor is not doing a satisfactory job based on daily performance; the City has the right to revoke the contract by giving written notice of its intent to revoke to the contractor. By agreement, the revocation will not require a hearing before the Westfield City Council. The revocation will be immediate upon receipt of the written notice by the contractor.

11. TERMINATION

A. The contract may be terminated at any time by mutual written consent on both the City and the contractor.

B. Either party may terminate the contract without cause by giving the other party written notice of its intent to terminate the contract. In the event such written notice is given, the contract shall terminate on the date set forth in the written notice, which date shall be at least ninety (90) days after receipt of the notice by the other party.

C. If under the conditions of force majeure, either party may terminate the contract by giving the other party a thirty (30) day written notice of its intent to terminate the contract. In the event such written notice is given, the contract shall terminate on the date set forth in the written notice, which date shall be at least thirty (30) days after receipt of the notice by the other party.

D. If the contractor fails to provide services in accordance with the provisions of these specifications or any contract document for a period of five (5) days, except under conditions of force majeure, the City may terminate the contract by giving the contractor a five (5) day written notice of its intent to terminate the contract. In the event such written notice is given, the contract shall terminate on the date set forth in the written notice, which date shall be at least five (5) days after receipt of the notice by the contractor.

12. WAIVER

A. A waiver by either party of any breach of any provision of these specifications or any contract document shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No inspection, observation, payment or acceptance of compensation for any period subsequent to any breach shall be deeded a waiver of any right or acceptance of defective performance. Where the condition to be waived is to material part of the contract such that a waiver would affect the essential bargains to the parties, the waiver must take the form of a contract modification as provided for in these specifications and contract documents.

13. AMENDMENTS TO CONTRACT

A. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

14. SEVERABILITY

A. In the event that any provision, term or other portion of the contract, or any document or item referred to in the contract, shall be found to be invalid or unenforceable, then such provision, term or other portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision, term or other portion of the contract, or any document item referred to in the contract, shall not affect the validity or enforceability of any other provision, term or other portion of the contract, or any document or item referred to in the contract.

15. APPLICABLE LAWS

A. The parties to the contract shall agree that the laws of the state of Indiana shall govern the validity, construction, interpretation, and effect of the contract. The contractor shall provide all services under these specifications and contract

documents in compliance with all applicable federal, state and local laws, regulations and ordinances, as the same shall be in full force and effect upon the date of the contract.

B. In the event it becomes necessary to litigate any term or condition of the contract, the parties shall agree that the County of Hamilton, State of Indiana shall be proper venue to settle such disputes.

16. BINDING EFFECT

A. All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

17. SUB-CONTRACTS AND LABORS

A. No subcontractor(s) shall be employed by the contractor for any work on this project without the written consent of the City. The City retains the unrestricted right to refuse permission to the contractor to use any subcontractor(s) that the City deems to not be in the best interest of the City.

B. The contractor agrees to be fully responsible to the City for all acts or omissions of his subcontractor(s) and of anyone employed directly or indirectly by the contractor. The contractor agrees to bind every subcontractor and each subcontractor shall agree to be bound by the terms of these contract documents. The contract documents shall not create any contractual relationship between the subcontractor(s) and the City.

SCOPE OF SERVICES

1. DEFINITIONS

A. Whenever the following words, or pronouns used in their place, are used in these specifications and contract documents, the intent and meaning shall be construed as follows:

1. **Bulk Waste(s).** Such items would include, but not be limited to, stoves, washers, dryers, furniture, and other items with weights or volumes greater than those allowed for by approved containers. This term shall also include items that previously contained refrigerants, such as refrigerators, air conditions, freezers, and dehumidifiers, as long as the resident can provide the contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician.
2. **Bundle.** Rubbish or yard waste securely tied together forming an easily handled package not exceeding four feet (4') in length, eighteen inches (18") in diameter nor weighing more than forty (40) pounds.
3. **Cart.** A sixty-five (65) gallon or ninety-six (96) gallon reusable cart with wheels used for storing solid waste/recycle and yard waste. Carts should provide sufficient strength to be picked up using mechanical means.
4. **Contract Documents.** The contract documents shall include all information contained in these specifications and contract documents for solid waste collection and disposal and all information and items required to be provided by a contractor in accordance with these specifications and contract documents. This shall include the following:
   (a) Performance Bond or Irrevocable Letter of Credit,
   (b) Certificate(s) of Insurance,
   (c) General Provisions from Specifications and Contract Documents
   (d) City map designating areas to be serviced, along with any updated maps resulting from annexations, and,
   (e) Schedule for residential collection with designated daily routes indicated, along with any modifications,
   (f) Exhibits C-1, C-2 and C-3
5. **Public Street.** Any public street or thoroughfare dedicated to public use, controlled by the City including alleyways.
6. **Garbage.** Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and including all paper, wrappings, boxes and cartons used to contain such food.
7. **Hazardous Materials.** Any waste designated as "hazardous" by the United States Environmental Protection Agency or appropriate state agency as the same is now in effect or may hereinafter be amended. This term shall also

include any flammable/volatile liquids.

8. **Residential Dwelling Unit.** A room or series of rooms located within a building or mobile home and forming a single inhabitable unit with facilities, which are used, or are intended to be used for living, cooking, eating and sleeping.
   (a) Single-Family Residential Dwelling Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.
   (b) Multi-Family Residential Dwelling Unit – A building or related group of buildings not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.
   (c) Condominiums – Any multi family residential unit paying property tax.
9. **Rubbish.** Non-putrescible waste consisting of matter such as cans, glass, papers, cardboard, plastics, metals, ashes, etc.
10. **Construction Debris.** Waste including building materials resulting from construction, remodeling, repair or demolition operations.
11. **Solid Waste.** All putrescible and non-putrescible matter, including garbage and rubbish, but excluding hazardous materials and other matter that is specifically excluded elsewhere in these contract documents and specifications.
12. **Curbside Recycle.** Recycle waste including all plastics (#1-7); any steel, aluminum, or bimetal beverage or food cans; newspapers; cardboard; and computer paper (or any other accepted by contractor).
14. **Yard Waste.** All compost type materials including, grass clippings, brush, and Christmas trees, etc.

2. AREA TO BE SERVED

A. Solid waste collection and disposal services are to be provided to the area within the corporate limits of the City of Westfield, Indiana. A map designating

current city boundaries is attached as Exhibit B. Current housing count is approximately eleven thousand (11,000).

1. Other areas may be added to the City through annexation during the life of the contract. The City of Westfield will provide new resident information in regard to Certificates of Occupancy and any updated map relating to a new development to the contractor when they take place.

3. SERVICES TO BE PROVIDED

A. Residential Solid Waste Collection and Disposal.

1. The contractor shall provide service for weekly collection and disposal of solid waste from the following eligible residential dwelling units:

(a) If residents so desire, they may purchase overage bags from the City to place any excess garbage over their normal container limit. The City shall be responsible for collection payment from participating residents.

(b) The contractor shall supply overage bags to the City for $1 per 33gal size overage bag which will include the additional cost of collection.

(c) The contractor shall supply all carts listed to each dwelling in the program. Carts shall be delivered to additional dwellings as they become eligible for the program. Cost for carts shall not be paid for directly, but included as part of the total cost of the awarded option.

(d) The contractor shall supply all carts listed to each dwelling in the program. Carts shall be delivered to additional dwellings, by the contractor, as they become eligible for the program. Any new or replacement carts provided to a city residential dwelling unit will be in "like-new" condition, free of defects and odors.

(e) Carts will be replaced for any of the following defects: broken lid, broken wheel, broken cart body, missing wheel. Any replacement carts delivered due to occupant neglect may be billed at the contractor's cost to the dwelling. Ray's will bill occupants directly. Occupant can appeal to City if occupant does not believe occupant is at fault. Any

replacement carts delivered to occupant due to fault by Ray's will be provided at no charge to the occupant.

(f) For any reason, a customer may request a replacement cart to be billed at the contractor's cost to the dwelling.

(g) The contractor shall supply to City residents any and all information relating to additional service options that may be offered to them not covered or mentioned in this agreement relating to solid waste pick-up.

2. All collections shall be made on city owned streets or alleys where available. No collections shall be made on private property including streets or alleys unless a right of entry agreement is made between the contractor the property owner and is approved by the Westfield City Council. All collections shall be made within five (5) feet of the curb or edge of the street or alley.
3. It shall be the resident's responsibility to place containers, carts, bins and/or bundles in the appropriate street or alley location before 7:00 a.m. on the designated collection day.
4. The contractor is prohibited from commingling solid wastes collected from ineligible residential dwelling units, commercial or other business establishments, or from areas outside the corporate City limits while providing the services under this contract.
5. Within the container limit of the contract the contractor is required to pick-up all solid wastes placed in contractor carts and additional items, which are properly bundled. However, as appropriate, single item need not be bagged, contained or bundled.
6. The contractor shall provide service for collection and disposal of bulk wastes from all eligible residential dwelling units on an on-call basis. A forty-eight (48) hour advanced notice must be given to the contractor prior to pick-up. Contractor will be required to submit a fee schedule to the City for pickup of all bulk items. The cost will be the responsibility of the resident.

(a) Bulk Wastes from all eligible residential dwelling units.

(1) On the same day as the regular schedule for residential collection once forty-eight (48) hour notice is given.

(2) The contractor shall not be required to pick-up more than one (1) of such item from each residential dwelling unit each week.

(3) The contractor shall not be required to pick-up bulk wastes that contain or previously contained refrigerants unless the resident can provide the contractor with appropriate written verification showing that the CFC's or HCFC's have been properly removed by a licensed technician. The Contractor may offer this service as an option.

7. The contractor is not required to pick-up:
   (a) Solid wastes exceeding the contracted limit per week excluding overage containers,
   (b) Solid wastes not properly contained or bundled,
   (c) Solid wastes not appropriately placed for collection,
   (d) Hazardous materials,
   (e) Dead animals,
   (f) Liquids, including, but not limited to, paint, sludge, oil or other chemicals,
   (g) Bulk wastes containing refrigerants in which the resident cannot provide the contractor with appropriate documentation showing that the CFC's of HCFC's have been properly removed by a licensed technician.
   (h) Solid wastes or bulk wastes that are generated from a different location than where they are to be picked up.
   (i) Any solid wastes that are specifically excluded by federal, state or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized.
   (j) Tree limbs or branches exceeding four feet (4') in length or four inches (4") in diameter.
   (k) Bundles not properly secured or exceeding maximum dimensions.
   (l) Construction Debris.
   (m) Bulk waste when forty-eight (48) hour prior notice is not given.

B. Curbside Recycling Program

1. The curbside collection of recyclables shall include:
   (a) Collection schedule to be the same as the solid waste collection.
   (b) Provision and delivery by the contractor of recycling cart(s) per Exhibit A to each dwelling in the program. The container shall be manufactured of at least fifty percent (50%) post-consumer recycled materials. Labeling of the containers will be agreed upon by the city and the contractor. Cost for carts shall not be paid for directly, but included as part of the total cost of the awarded option.
   (c) The contractor shall supply all carts listed to each dwelling in the program. Carts shall be delivered to additional dwellings, by the contractor, as they become eligible for the program. Any new or replacement carts provided to a city residential dwelling unit will be in "like-new" condition, free of defects and odors.
   (d) Carts will be replaced for any of the following defects: broken lid, broken wheel, broken cart body, missing wheel. Any replacement carts delivered due to occupant neglect may be billed at the contractor's cost to the dwelling. Ray's will bill occupants directly. Occupant can appeal to City if occupant does not believe occupant is at fault. Any replacement carts delivered to occupant due to fault by Ray's will be provided at no charge to the occupant.
   (e) For any reason, a customer may request a replacement cart to be billed at the contractor's cost to the dwelling.
   (f) The contractor shall collect commingled items. The recyclable items to be collected shall include all plastics (#1-7); brown, green and clear glass containers, any steel, aluminum, or bimetal beverage or food cans; newspapers; cardboard; and computer paper. Other items may be added at the agreement of the city and the contractor as markets develop.
   (g) Costs involved in delivery and processing of recyclables to a materials recovery facility shall be included in the collection cost.
   (h) All revenues received from the recyclable materials will be shared evenly between the city and the contractor. No deduction or credit will

be allowed if the contractor must pay to dispose of the recyclables.

(i) Gross volume of recyclable materials collected shall be weighed daily on a local certified scale to be agreed upon by the city and the contractor.

(j) A monthly record of the amount of recycled materials in tons and pounds shall be kept by the contractor. This record shall be submitted to the city on a monthly basis, by the 15th of each following month.

(k) Computation of charges will be based on a per dwelling, per month cost.

(l) The Contractor shall submit in writing to the City of Westfield Justification monthly records reflecting any gains or loses regarding recyclables collected in accordance with this agreement.

(m) The contractor is expected to provide the city, at no cost, with educational materials (flyers, pencils, magnets, brochures, etc.) to be used for the recycling program. This will include one educational seminar-presentation to be given each year. This seminar/presentation will be conducted at a location to be determined by the City of Westfield. At the time of delivery of carts to new addresses, the contactor will be expected to provide a brochure with information on the trash and recycling services. Westfield shall approve all marketing material provided to residents.

C. Yard Waste Collection

If changes in local, state, or federal regulations should prohibit the disposal of yard waste at a designated disposal facility (i.e., landfill), the regular rate for solid waste collection and disposal may be adjusted to reflect this change.

1. Leaf and Brush Collection Program The contractor shall be required to provide a opt-in leaf and brush pick-up program for the residents. The cost would not be included in the quarterly rate but billed by contractor to residents directly. See Exhibit A for program information and fee schedule.
2. Collection Schedule The contractor shall provide, as applicable to federal regulation standards weekly yard waste collection and disposal services. Yard

waste collection should be scheduled on the same day as solid waste/recycle collection.

3. Christmas Trees The contractor will be required to pick up one (1) Christmas tree per unit over and above the container limit for no additional charge. This service shall begin on December 26th and end on the Friday closest to January 15th of each year.

D. Disaster Assistance

1. The Contractor shall supply to the City of Westfield all items and service requested, if available, at a cost not to exceed the contract price as shown in Exhibit C-3 in the event of a disaster.

F. City Facilities Solid Waste Collection and Disposal and Document Destruction.

1. The contractor shall provide solid waste collection and disposal service to the designated city facilities indicated in Exhibit C-1. The contractor shall provide document destruction service to the designated city facilities indicated in Exhibit C-1.

(a) The contractor shall supply adequate containers to each facility, which will vary in size and frequency of collection. There will be no additional charge to the city for the rental or use of such containers. The container/cart size and frequency of collection listed in Exhibit C-1 is the recommended sizes to meet the City Departments current needs. If the contractor chooses to supply different sized containers/carts or change the frequency of collections, such container/cart sizes and/or collection frequencies shall be provided for the City's preapproval and scheduling arrangements so that all solid waste is contained inside a container/cart during approved modifications between collections.

(b) The contractor shall provide up to one hundred and fifty (150) disposable cardboard trash containers and up to one hundred and fifty (150) disposable recycling containers for the City of Westfield special events

City of Westfield Customer Service shall be notified each working day of any denied collections.

E. **Complaints.** The contractor shall receive, investigate, and respond to all complaints of unsatisfactory service provided under this contract within 24 hours after the complaint is received. Any complaint initially received by the city will be directed to the contractor's office.

1. In the event a complaint is not resolved within 24 hours, and where no fault can be found on the resident's part as determined by a city representative, the city shall have the right to demand an explanation and/or resolution to its satisfaction, which may include a special collection of the solid waste.
2. In the event the contractor disputes a determination made by the city representative concerning the lack of fault of the resident, the contractor may appeal such determination to Westfield City Council by notifying the city within 24 hours after such determination is made. Such notification may initially be made by telephone, but must then be followed-up in writing.
3. Upon receipt of written notification, the Westfield City Council. shall conduct a hearing at its next regularly scheduled meeting in which evidence may be presented by the contractor, the city, and/or the resident regarding the nature of the complaint and fault of the resident and/or contractor. The Board will make a final determination as to the fault of the resident and/or contractor, and what action, if any, is necessary from the contractor to rectify the situation.
4. If no appeal is requested within 24 hours after such initial determination is made by the city, the complaint and city's initial determination will be deemed to be valid.
5. In the event the contractor fails to resolve a complaint within 24 hours after the complaint is received and no appeal is requested, or the contractor fails to resolve a complaint within 24 hours after the city makes its final determination, the contractor shall pay the City of Westfield the sum of $250.00 for the first complaint, and if not resolved within additional 48 hours periods, $500.00 for the second and subsequent complaints as liquidated

for the duration of this contract. Refer to Exhibit C-2 for quantities per City event. Exhibit C-2 will be updated annually with Event schedule. **Note: All dumpsters/roll offs whether listed or not shall be considered on an as needed pick-up per Exhibit C-3.**

4. MANNER OF SERVICE

A. **Collection Equipment.** The contractor shall use equipment to collect solid waste under this contract that is enclosed or provided with suitable covers to prevent spillage, leaking and/or littering of solid wastes. All collection equipment shall be maintained in appearance, proper operating condition and meet American National Standard Institute (ANSI 245.1) Safety Standards for Refuse Collection Equipment. Each vehicle shall be properly licensed and have available at least one broom and shovel to clean up any solid waste that may be spilled or otherwise scattered during the process of collection.

B. **Personnel.** The contractor shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Employees performing services under this contract should be attired in uniform and reasonably clean. While performing services under this contract, the contractor's employees shall not cross property which does not or should not concern them. Each employee assigned to operate a vehicle shall, at all times, carry the appropriate valid operator or CDL license and shall be insurable at all times.

B. **Container Damage.** The contractor shall exercise reasonable care not to damage a reusable container, and to replace the same in an upright position on the sidewalk, curbside, driveway, or alley out of the traveled portion of the right-of-way. Full restitution shall be made for damages by the contractor upon proof of negligence by their actions.

D. **Declined Collections.** The contractor may decline to collect solid waste for a reason specified in this contract (i.e., not properly bagged, bundled or contained; improper placement; non-residential solid waste; hazardous waste; etc.). Where the contractor has reason to leave solid waste uncollected at a residence, the contractor shall inform the resident by tagging uncollected containers/carts. The

facility operations/methods on which rates are based, demonstrate actual use of the facility, and provide evidence that said facility maintains its license. To receive and dispose of solid wastes.

2. The city reserves the right in its sole discretion to approve any change in solid waste disposal method regardless of the initiating party. No change in disposal method causing an increased price to the city shall be approved without evidence showing emergency requirement for the change in disposal method.

5. COLLECTION SCHEDULE

A. **Routes.** The City of Westfield shall work with the contractor to maintain a schedule for residential collection with designated daily routes indicated. This schedule shall either be a street/alley list or street/alley map indicating on which days a given location is to be collected. The map will indicate all private streets and alleys that are not to be used by the contractor.

1. If during the course of the contract the contractor wishes to change the collection schedule, the contractor shall bear the cost and responsibility of informing the residents of the new schedule. Any changes in schedules and/or routes shall not be made without the prior written approval of the city, which approval will not be unreasonably withheld. The city shall supply the most current city map possible to the contractor for route scheduling purposes.

B. **Hours and Days of Collection.** The hours and days of collection are to be from 7:00 a.m. to 7:00 p.m. Monday through Friday.

1. Exceptions may be made only after the City has been notified when the contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the city and the contractor.
2. Recycle collection should be on the same day as solid waste collection.
3. Yard waste collection should be on the same day as solid waste collection.
4. The contractor shall immediately notify the city of any delays or deviations from a normally scheduled route.

C. **Holidays.** The holiday listed below may be observed as a non-collection day by

damages until the complaint is resolved.

6. The contractor shall pay to the city reimbursement for all cost incurred pertaining to correcting a complaint due to the negligence on the part of the contractor.

F. **Limit Overage.** The contractor shall tag and identify any containers/carts or items exceeding the contracted limit. A list of violations shall be submitted to the appropriate city department on a daily basis for file.

1. Any item filed as a complaint, not properly tagged or reported to the city the day of scheduled pick up, shall be the responsibility of the contractor to correct subject to section E. Complaints in this agreement.
2. The contractor shall notify the City of any changes before they are made regarding company policies or personnel that directly affect this agreement.

G. **Contractor's Office.** The contractor shall maintain and staff a local office or other facility, not necessarily within the City of Westfield, with a local or toll free telephone number through which it may be contacted for information, service calls or complaints.

1. The contractor shall furnish to the city and maintain a current list of names and phone numbers of its staff including department executives for communication purposes. A 24-hour emergency phone number is to be supplied in the event a natural or other disaster event.
2. The Contractor shall notify the city of any changes before they are made regarding company policies or personnel before they are made that directly effect this agreement.

H. **Disposal Facility.** The contractor shall be responsible for the disposal of all solid waste collected under the contract in a properly licensed waste disposal facility meeting all requirements of the State of Indiana and the jurisdiction in which the facility is located. The contractor shall assume and pay all applicable fees and charges for such disposal.

1. The contractor shall furnish to the city the name and location of the waste disposal facility/facilities which will receive the solid wastes disposed of under the contract. The contractor shall also provide evidence as to the disposal

the contractor. The suspension of collection services on this holiday does not relieve the contractor of its obligation to provide solid waste collection and disposal services to each residential dwelling unit at least once each week. Whenever this holiday falls on a regularly scheduled collection day, the collection schedule for that day as well as the rest of the week may be delayed one day. Under this circumstance, Saturday collection is acceptable.

1. Thanksgiving Day
2. Christmas Day
3. New Year's Day
4. 4th of July
5. Additional holidays may be granted upon City approval.

4. BASIS AND METHOD OF PAYMENT

A. The City will bill units quarterly for collection, compaction, transportation and disposable by the contractor and remit payment to contractor monthly based on amount collected during the month. Payment is approved by Westfield City Council at regularly scheduled meetings. Payment will go out in the mail the day after the Council meeting.

The total rate per cart shall be based on:

1. A rate per unit of solid waste collected, compacted and transported which shall include all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide all services as specified.
2. A rate per unit of solid waste disposed which shall include disposal facility costs any federal, state or local governmental fees or taxes.

B. The total tonnage shall be verified by scale tickets and supported by a report of actual trash and recycle tonnage collected for each month. The report shall be provided to the City monthly.

C. In the event of any changes in any federal, state or local governmental fees or taxes which cause an increase in disposal costs, the contractor may make a written request to City of Westfield to increase the total rate per ton of solid waste disposed. Any increase shall be based on reasonable and necessary changes in the contractor's cost for disposal of solid waste as documented by the contractor.

Any such adjustment negotiated shall take effect on the next regular bill cycle after a 30 day minimum notice. There shall be no adjustment in the charge per tonnage of solid waste collected, compacted and transported without prior written approval of Westfield City Council.

EXHIBIT A

Contract Summary

Contract rate per unit for contractor for weekly trash and weekly recycling pick-up of up to three (3) carts* total; options below.

- One (1) trash
- One (1) trash and one (1) recycling
- One (1) trash and two (2) recycling
- Two (2) trash
- Two (2) trash and one (1) recycling

*Cart: sizes available ninety-six (96) gallon and sixty-five (65) gallon. A bundle can substitute for one ninety-six (96) gallon trash cart.

Contract rate per unit also includes pick-up of one (1) Christmas tree per unit.

Additions of exhibits

Addition of C1:	$ Included in contract rate
Addition of C2:	$ Included in contract rate
Addition of C3:	$ See C3 schedule

Total Contract Rate, including Exhibits E1 and E2:

Collection/ Disposal Fees	2016	2017	2018	2019	2020
	$11.32	$11.55	$11.78	$12.02	$12.26

Bulk Item Fee Schedule for Residential Pick-Up

Residential large item pickup can be scheduled direct with Ray's. The cost is $10 per item, paid in advance. Large items are scheduled for service the following Monday.

EXHIBIT B

City of Westfield Map

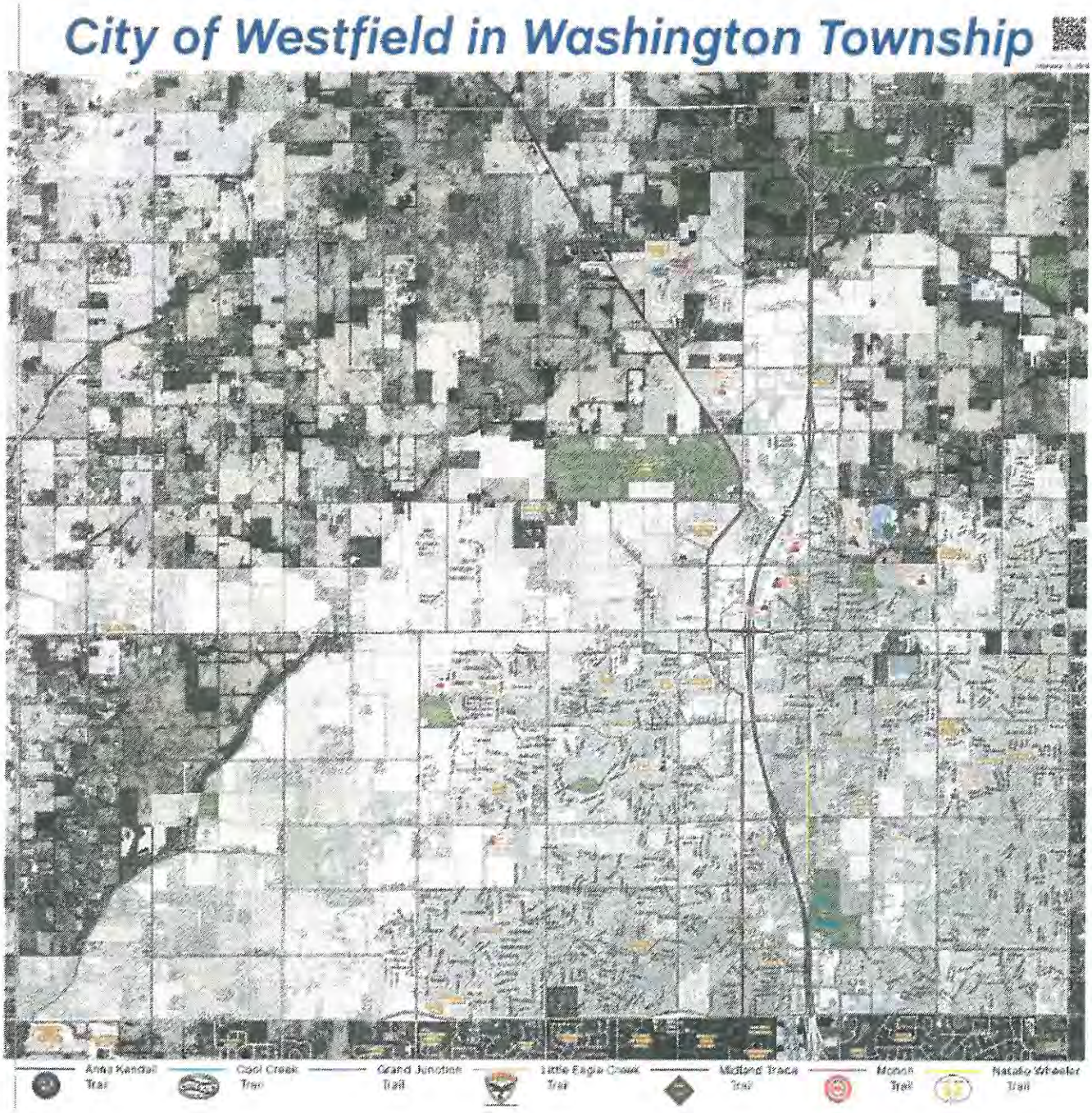


EXHIBIT A (cont.)

Leaf and Brush Program Information and Fee Schedule

Leaves must be bagged in paper compost bags, set at the curb but not blocking trash or recycle carts. NO plastic bags please.

Bundles can be no more than 4 feet in length and 18" in diameter. Individual limbs should be no more than 6" in diameter. Bundles may be tied by twine or rope, NO metal. 1 bundle = 1 bag

Fall enrollment subscription (set up through Ray's) is $20 and includes a maximum of 20 bags per week.

Acceptable paper bags may be purchased at the following retailers: Lowes, Menards, Target and Wal-Mart

Overage bags: $1 per 33 gallon size bag.

Scrap Metal Recycling Price Information: Scrap metal rebates are based on current markets

EXHIBIT C-2

Event Items/Pick-Up

Disposable containers for all events can be dropped off at 2706 E 171st Street before June 10th each year. Trash and recyclables will be collected during the events and brought back to our existing pick-up locations with the exception of Westfield Rocks the 4th (WR4) where a trash roll-off and recycling roll-off will need to be available on site at Grand Park at the Soccer Administration Building (Parking Lot E). The containers for WR4 will need to be dropped off the last week of June. Recyclables will be bagged at events and the contents of the bags will be emptied into a larger recyclable container.

Below is a guide City Events for information purposes only – trash and recyclables in our existing containers may be higher during these times:

1.) Westfield Rocks the 4th (July)
   a. Up to Fifty (50) disposable cardboard trash containers
   b. Up to Fifty (50) recycle containers
2.) Movies in the Park (five (5) Fridays July – Sept.)
   c. Up to Two (2) disposable cardboard trash containers
   d. Up to Two (2) recycle containers
3.) Amigos de Westfield (August)
   a. Up to Twenty (20) disposable cardboard trash containers
   b. Up to Twenty (20) recycle containers
4.) Voices from the Past (Sept.)
   a. Up to Ten (10) disposable cardboard trash containers
   b. Up to Ten (10) recycle containers
5.) Grand Junction Derby (Oct)
   a. Up to Ten (10) disposable cardboard trash containers
   b. Up to Ten (10) recycle containers
6.) Westfield in Lights (Dec)
   a. Up to Ten (10) disposable cardboard trash containers
   b. Up to Ten (10) recycle containers
7.) Follow The Drinking Gourd (June - 3 nights)
   a. Up to Ten (10) disposable cardboard trash containers
   b. Up to Ten (10) recycle containers

There will be three (3) miscellaneous events allowed for scheduling each year of this agreement. The following items will need to be provided for each of the three miscellaneous events.

   c. Up to thirty-eight (38) disposable cardboard trash containers
   d. Up to thirty-eight (38) recycle containers

EXHIBIT C-1

Included Dumpsters/Carts

The City's various dumpster sites/pick-up schedules are listed below:

Department	Address	Dumpster Size-Pick-up Information
1) WPWD	2706 E 171st St	20yd-On Call Basis – Trash
2) WPWD	2706 E 171st St	20yd-On Call Basis – Trash
3) WPWD	2706 E 171st St	20yd-On Call Basis – Tree Debris
4) WPWD	2706 E 171st St	20yd-On Call Basis – Concrete
5) WPWD	2706 E 171st St based on current markets)	20yd-On Call Basis – Metal (rebate
6) WPWD	2706 E 171st St	Trash 10yd-Bi-weekly
7) WPWD	2706 E 171st St	Recycle 10yd-Bi-weekly
8) Public Safety	17535 Dartown Road	8yd-Bi-wkly & Recycle Cart(2)-weekly
9) Fire Station 82 Cart (1)-weekly	1920 East 151st Street	2yd & Recycle
10) Fire Station 83	17944 Grassy Branch Rd	2yd & Recycle Cart (1)-weekly
11) City Hall	130 Penn Street	Trash Cart (2) & Recycle Cart (2)–weekly
12) Trustee	1549 E Greyhound Pass	Trash Cart (2) & Recycle Cart (2)–weekly

Included Shredding Service

Shred Box Service – Lockable consoles and once a month pickup for the following locations:

1) Public Safety	17535 Dartown Road-Police	1 Console
2) Public Safety	17535 Dartown Road-Fire	1 Console
3) City Services	2728 E 171st St	1 Console
4) City Hall	130 Penn St	2 Consoles

RAY'S TRASH SERVICE AND THE CITY OF WESTFIELD HAVE READ AND AGREE TO THE ATTACHED CONTRACT TERMS AND CONDITIONS.

Effective Date: January 1, 2016

Expiration Date: December 31, 2020.

Donald Matthews

Ray's Representative Printed Name

President

Ray's Representative Title

Donald Matthews 5/16/16

Ray's Representative Signature and Date

John Rogers

City of Westfield Representative Printed Name

Director of Enterprise Development

City of Westfield Representative Title

City of Westfield Representative Signature and Date

EXHIBIT C-3

Debris Clean-Up

The contractor shall supply to the City various sized dumpsters for the purpose of citywide bulk-trash events. The debris materials will be weighed and invoiced at a reduced rate per pound charge. A per dumpster charge including pulling and receiving of debris from the dumpsters shall be as listed below:

Shredder Truck- per hour	$135 per hour
Document destruction-per lb.	$0.15 per pound
Rear load Trucks- per hour	$90 per hour port to port plus disposal
Additional laborer- per hour	$25 per hour
Electronic Box Truck	$90 per hour port to port plus $15 per e-waste item
Twenty (20) yard dumpster	$150 per haul plus fuel surcharge, plus disposal on trash, $5 per yard on solid fill, rebate on metal
Haul/final pull fee	$150 per haul plus fuel surcharge
Disposal-per ton	$38 per ton

The City reserves the right to contract collection and disposal of the below items with another vendor. If another vendor is not selected by the City, Ray's will charge the below to residents directly.

Detailed Fee Schedule for Car Tires, e-waste, TV's, etc.

Car Tires: $5 each

Truck Tires: $10 each

TV's up to 37": $15 each

TV's 37" and above: $25 each

E-waste: $15 per item

Bond Number 9062618

Obligee: City of Westfield, Indiana

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Terry R. Hurst, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Michael P. Bond
Vice President

By: Eric D. Barnes
Secretary

State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

Fidelity and Deposit Company
of Maryland

600 Red Brook Boulevard, Suite 600
Owings Mills, MD 21117

Continuation Certificate

In Consideration of a continuation premium, the Fidelity and Deposit Company of Maryland, Surety upon a certain Bond No. 9062618 , dated the 1st day of January, 2012 , covering Solid Waste / Recycle and Yard Waste Collection and Disposal in the City of Westfield, Indiana and in favor of City of Westfield, Indiana does hereby continue said bond in force for the further period beginning with the 1st day of January, 2016 and ending with the 1st day of January, 2017

Provided:

1--That the liability of the said Fidelity and Deposit Company of Maryland under said bond and all continuations thereof shall not be cumulative in amounts.

2--That said bond, as continued hereby, shall be subject to all its agreements, conditions and limitations.

Signed, sealed and dated this 1st day of December , 2015

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____

Terry R. Hurst Attorney-in-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

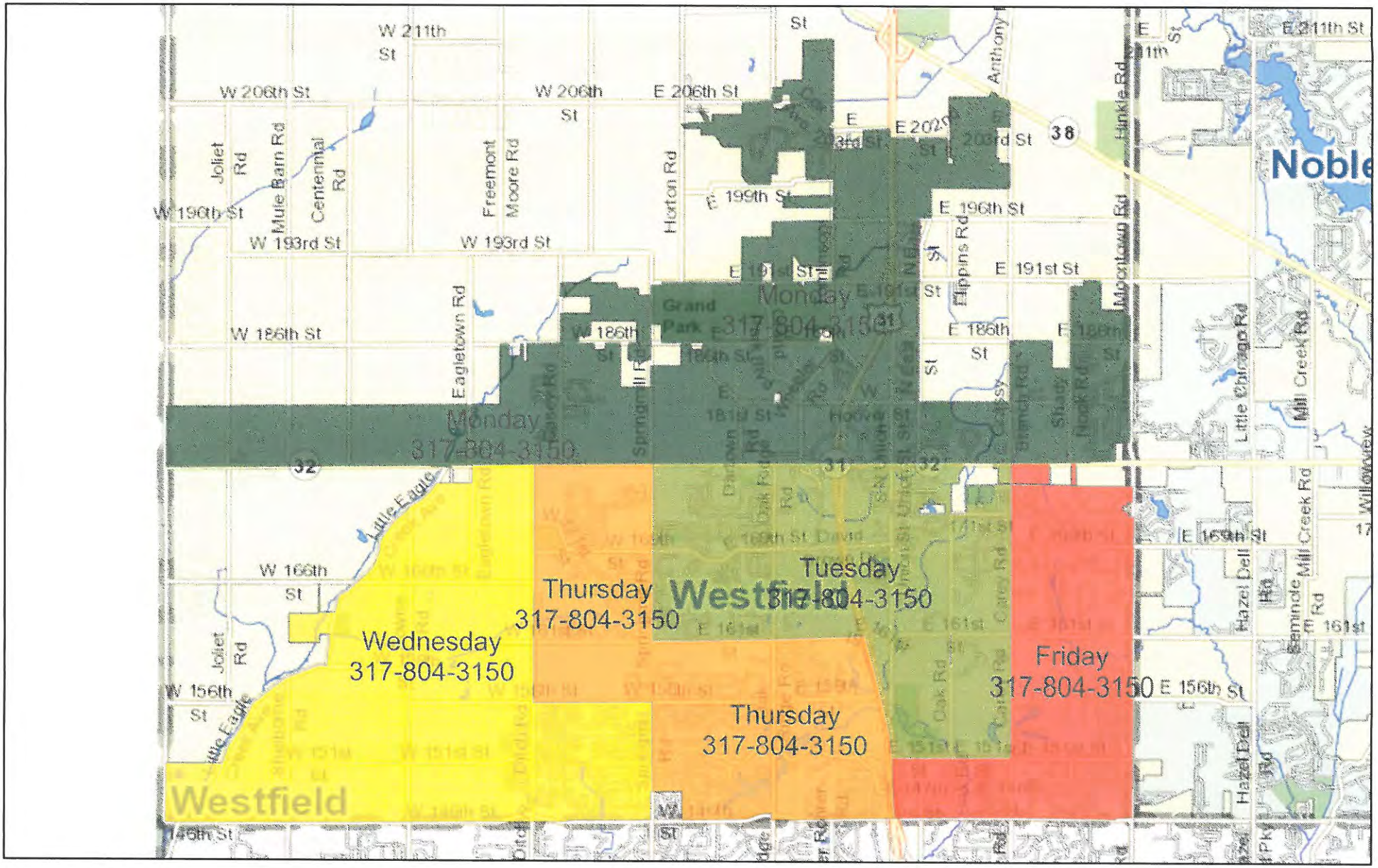
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of December, 2015.

Thomas O. McClellan, Vice President



May 17, 2016

Trash Schedule

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

1:72,000

0 0.5 1 2 mi

0 1 2 4 km

Basemap information here

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Steve Huffman	
Associated Insurance Agencies, Inc. 8355 Rockville Road Indianapolis IN 46234	PHONE (A/C, No, Ext): 317-271-8666	FAX (A/C, No): 317-273-6315
	E-MAIL ADDRESS: service@associated-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great Divide Insurance Co	25224
INSURED	INSURER B : Nautilus Insurance Company	17370
Ray's Holdings, Inc dba Ray's Trash Service, Inc DRAWER 1 Clayton IN 46118	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 739729920 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLPO1527855-14	6/5/2015	6/5/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP1527854-14	6/5/2015	6/5/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Pollution / X CA 99 48							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	Pollution Liability			SSP200538812	6/5/2015	6/5/2016	Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is listed as additional insured on a primary and non-contributory status.
City of Westfield, 130 Penn Street, Westfield, IN is listed as additional insured.

CERTIFICATE HOLDER

City of Westfield
130 Penn Street
Westfield IN 46074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Client#: 16926 RAYSHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MJ Insurance, Inc. PO Box 50435 Indianapolis, IN 46250-0435 317 805-7500	CONTACT NAME: MJ Insurance, Inc. PHONE (A/C, No, Ext): 317 805-7542 FAX (A/C, No): 317 805-7515 E-MAIL ADDRESS: certificate@mjinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Sentry Casualty Company — 28460
INSURED Ray's Holdings, Inc; Ray's LLC Ray's Trash Services, Inc. PO Box 50 Clayton, IN 46118	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		901906401 3A-STATES INCL: IN 3C-STATES EXCL: ND, OH, WA, WY	04/01/2016	04/01/2017	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Westfield
130 Penn Street
Westfield, IN 46074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony L Bumgardner

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