

MUNICIPAL WASTE AND RECYCLING SERVICES AGREEMENT

This Municipal Waste and Recycling Services Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 20____, by and between:

The **Municipality of** _____, a municipal corporation with its principal administrative offices located at _____ (hereinafter referred to as the "Municipality"),

and

_____, a corporation organized and existing under the laws of the State of _____, with its principal place of business located at _____ (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Municipality desires to secure professional municipal solid waste collection, disposal, and recycling services for its residents and commercial properties; and

WHEREAS, the Contractor is engaged in the business of providing solid waste management, waste reduction, and recycling services, and possesses the necessary equipment, personnel, and expertise to perform such services; and

WHEREAS, the Municipality desires to retain the Contractor, and the Contractor agrees to perform waste collection and recycling services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, materials, and supervision necessary to perform the following municipal waste and recycling services:

- A. **Residential Waste Collection:** Collection of residential solid waste from all designated single-family and multi-family residences within the municipal limits of _____.
- B. **Recycling Services:** Collection and processing of recyclable materials, including but not limited to paper, cardboard, glass, plastics, and aluminum, from designated properties. Recyclable materials shall be transported to a licensed material recovery facility (MRF).
- C. **Schedule of Collection:** Collection services shall be performed in accordance with the schedule set forth in Exhibit _____, which is attached hereto and incorporated by reference.

2. TERM OF AGREEMENT

This Agreement shall commence on _____, 20____, and shall continue in full force and effect for a period of _____ years, expiring on _____, 20____, unless terminated earlier in accordance with the provisions of this Agreement.

3. COMPENSATION AND PAYMENT

The Municipality shall compensate the Contractor for services rendered under this Agreement in accordance with the rate schedule detailed in Exhibit _____. Payments shall be made on a _____ basis, within _____ days of receipt of a detailed invoice from the Contractor.

4. COMPLIANCE WITH LAWS AND LICENSING

The Contractor shall, at its own expense, obtain and maintain all necessary permits, licenses, and certificates required by federal, state, and local laws, regulations, and ordinances for the performance of the services specified under this Agreement.

5. PERFORMANCE BOND AND INSURANCE

The Contractor shall maintain, at its sole cost, public liability and property damage insurance in the minimum amount of \$ _____, and shall provide the Municipality with a certificate of insurance naming the Municipality as an additional insured. Additionally, the Contractor shall post a performance bond in the amount of \$ _____ to ensure faithful performance of the terms of this Agreement.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Municipality and the Contractor, and supersedes any prior understandings, written or oral, regarding the subject matter herein. No amendment or modification to this Agreement shall be valid unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Municipal Waste and Recycling Services Agreement as of the date first written above.

FOR THE MUNICIPALITY:

SIGNATURE

PRINTED NAME

TITLE

DATE

FOR THE CONTRACTOR:

SIGNATURE

PRINTED NAME

TITLE

DATE