



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE July 25, 2022 REGULAR MEETING**

Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Mayor Jeremy Stutsman and members Mike Landis, Mary Nichols and Barb Swartley

Absent: DeWayne Riouse

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the July 18, 2022 regular meeting. Board member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda. Board member Landis moved to approve the agenda as submitted. Board member Landis seconded the motion. Motion passed 4-0.

1) Fire Department: Request to accept the resignations of Tim Christner, Courtney Snyder, Matt Whitford and Jon Yoder as active paramedics

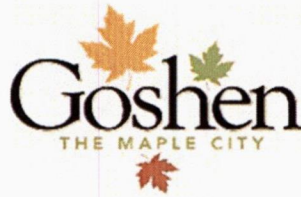
City Fire Department Assistant Chief Bruce Nethercutt asked the Board to accept the resignations of the following Fire Department employees as active paramedics: Tim Christner, Courtney Snyder, Matt Whitford and Jon Yoder. They have all served at least 12 years each as paramedics.

Mayor Stutsman noted the four were not resigning from the department; just as paramedics. Asked by **Board member Swartley** if the Fire Department had enough paramedics, **Chief Nethercutt** said it did; that quite a few paramedics were hired recently. By contract, he said that once the department has 32 or more paramedics, it's supposed to not hire more. The **Mayor** said that's the advantage of requiring all firefighters hired to be paramedics. **Landis/Swartley** moved to accept the resignations of the following Fire Department employees as active paramedics: Tim Christner, Courtney Snyder, Matt Whitford and Jon Yoder. Motion passed 4-0.

2) Neighborhood request: Request to approve partial street closure, Aug. 6, 2022, for a neighborhood block party by the Waterford Villas II Homeowners Association

Jim Ramer, representing the Waterford Villas II Homeowners Association, asked the Board to approve the partial closure of Newbury Street, from 4-8 p.m., on Aug. 6, 2022 for a neighborhood block party. Ramer asked for the closure of the east end of Newbury Street, from Regent to 100 feet west of the first curve. In response to a question from **Board member Landis**, **Ramer** said the neighborhood would be needing street barricades.

Landis/Swartley moved to approve the partial closure of Newbury Street, from 4-8 p.m., on Aug. 6, 2022 for a neighborhood block party. Motion passed 4-0.



3) Legal Department: Request to approve and execute Resolution 2022-25, Authorizing the Purchase of ECG Monitors (for \$129,605.88) for the Fire Department

City Attorney Bodie Stegelmann asked the Board to approve and execute Resolution 2022-25, Authorizing the Purchase of Electrocardiogram (ECG) Monitors (for \$129,605.88) for the Fire Department and to authorize Mayor Stutsman to execute additional documents requested by Phillips Healthcare for the purchase. **Stegelmann** said the Fire Department is able to take advantage of one-time special pricing offered by Philips for its monitors with state-of-the-art technology. The net purchase price will be \$129,605.88, which represents a substantial savings to the City.

Mayor Stutsman said this purchase request was being brought to the Board without the normal bid process because of the substantial savings the City was getting and because of the critical need for the ECG monitors.

Assistant Fire Chief Bruce Nethercutt told Board members that Electrocardiogram (ECG) monitors are a vital diagnostic tool used by paramedics to capture a picture or readings of a patient's heart to assess the patient's health and whether he or she is having a heart attack, and the recommended treatment. Nethercutt said the problem is that the department's current ECG monitors have been experiencing electronic interference which has resulted in inaccurate and inconsistent readings. He showed Board members a printout with unreliable readings.

After months of frustration seeking to address this problem, **Nethercutt** said he began exploring alternatives to the department's 2009-era monitors. Nethercutt said that because of limitations, including the department's reporting software and other programs it uses, he narrowed the options for new ECG monitors to three companies.

Nethercutt said he believes the Phillips Tempus Pro monitors are the best and most affordable option because of a substantial cost break the City can obtain. He said he received higher oral quotes from two other companies.

In response to a question from **Mayor Stutsman**, **Nethercutt** said that the Phillips monitors have the ability to stream data live, so that physicians in the hospital emergency room or cardiology department can log onto a website and see exactly what is happening with the paramedic's patient. He said that will provide much better patient care.

Nethercutt said he also likes the Phillips monitors because they make better use of batteries through a dual battery system for the monitor and defibrillator. He said the battery will last longer and fewer batteries will be needed. He said the Phillips monitors also meet the latest military specifications.

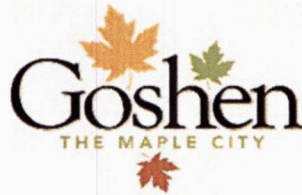
Board member Landis asked why the ECG monitors from only three companies were compatible with Goshen's systems. **Nethercutt** said other companies cannot provide the same level of data integration. Asked by **Landis** if this limits the City's options, **Nethercutt** said the department uses a common system used by other fire departments, but that there are fewer monitor options for ambulances compared with hospitals.

Mayor Stutsman said that when he learned about this issue last week, he expedited the preparation of a resolution authorizing the purchase of the ECG monitors because this could save the City thousands of dollars.

Asked by **Board member Swartley** if the Phillips monitors had been field tested, **Nethercutt** said this was done as much as possible because Phillips doesn't provide "loaners" because of liability issues. He said the department's medics tested a unit and simulated the ambulance environment and the monitor worked very well.

City Attorney Stegelmann said that even though the resolution is authorizing a "special purchase," which doesn't require soliciting bids or proposals from other companies, Nethercutt reached out to two other suppliers whose bids were higher. So, he said the City's purchase actions were consistent with the spirit of the City's purchasing policy.

Landis/Swartley moved to approve and execute Resolution 2022-25, Authorizing the Purchase of ECG Monitors (for \$129,605.88) for the Fire Department and to authorize Mayor Stutsman to execute additional documents requested by Phillips Healthcare for the purchase. Motion passed 4-0.



4) Legal Department: Resolution 2022-24, Acquisition of Real Estate at 1689 Reliance Road

Shannon Marks, the Legal Compliance Administrator with the City Legal Department, asked the Board to adopt Resolution 2022-24, *Acquisition of Real Estate at 1689 Reliance Road*.

Marks said the City is planning to make roadway improvements at the intersection of Reliance Road and Peddler's Village Road and needs to acquire certain real estate for this project. Resolution 2022-24 approves the terms and conditions of an Agreement for the Sale and Purchase of Real Estate with Delmar J. Birkey and Stacy R. Birkey for the City's acquisition of real estate at 1689 Reliance Road, and authorizes the Mayor to execute the Agreement and any other documents on behalf of the Board and the City of Goshen for this purpose. The City has agreed to pay and seller agrees to accept the total sum of \$222,500 for the property, to be paid at the closing.

Landis/Swartley moved to approve adopt Resolution 2022-24, Acquisition of Real Estate at 1689 Reliance Road. Motion passed 4-0.

5) Legal Department: Contract for Solid Waste Collection Services with Waste Management of Indiana, LLC.

Shannon Marks, the Legal Compliance Administrator with the City Legal Department, asked the Board to approve and execute the contract for solid waste collection services with Waste Management of Indiana, LLC.

Marks said on June 6, 2022, the Board awarded Bid Items 2 and 3 for solid waste collection services to Waste Management of Indiana, LLC. as the lowest responsible and responsive bidder. Attached to Marks' memo to the Board was the proposed contract with Waste Management, in substantially final form, to provide roll-off container services. The initial term of the contract is from August 1, 2022 through July 31, 2029.

Marks reported that Waste Management will be paid based on the unit rates set forth below for the supply of various sizes of roll-off containers for city projects and events and transport of the solid waste collected to the Elkhart County Landfill for disposal, as needed. (City will pay the Landfill directly for the disposal costs.)

- Three Hundred Fifteen and 00/100 Dollars (\$315.00) per 20 cubic yard container.
- Three Hundred Sixty and 00/100 Dollars (\$360.00) per 30 cubic yard container.
- Four Hundred Fifteen and 00/100 Dollars (\$415.00) per 40 cubic yard container.

Marks also reported Waste Management will also be paid a unit rate of \$315.00 to transport the City's roll-off container from the Waste Water Treatment Plant to the Elkhart County Landfill for disposal and return the container to the Waste Water Treatment Plant, as needed. (City will pay the Landfill directly for the disposal costs.)

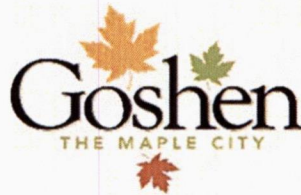
Landis/Swartley moved to approve and execute the contract for solid waste collection services with Waste Management of Indiana, LLC. Motion passed 4-0.

6) Water & Sewer Office: Request to approve unpaid final accounts (Kelly Saenz)

Goshen Water & Sewer Office Manager Kelly Saenz asked the Board to move the office's uncollected finaled accounts from active to Collection, Sewer Liens and Write offs. Saenz reported that the original amount of unpaid final Water/Sewer accounts for this period, through April 15, 2022, was \$7,420.55. Collection letters were sent out and payments of \$603.43 had been collected. The uncollected amount equals \$6,817.12.

Board member Landis asked about why it appeared less had been collected than previous periods. **Saenz** said this was related to the type of accounts involved. She also addressed the collection process and its limitations.

Landis/Swartley moved to approve the Goshen Water and Sewer Office's request to move the uncollected finaled accounts from active to Collection, Sewer Liens and Write offs. Motion passed 4-0.



7) Engineering Department: Request to approve lane restrictions associated with the Wilden Avenue Reconstruction project

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the requested lane restrictions associated with the Wilden Avenue Reconstruction project, between August 1-26, 2022.

Sailor said Rieth-Riley Construction has notified the Engineering Department of the following intended lane restrictions: north-south traffic at the intersection of SR 15 and Wilden Avenue will be reduced to one lane, between August 1-26, 2022. Two way traffic will be maintained through the use of a temporary signal. Movements to and from Wilden Avenue at the intersection will be restricted for portions of this time frame.

Landis/Swartley moved to approve the requested lane restrictions associated with the Wilden Avenue Reconstruction project, between August 1-26, 2022. Motion passed 4-0.

8) Engineering Department: Request to approve the closure of the southbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, Aug. 1-3, 2022, for lane milling

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of the southbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, Aug. 1-3, 2022, for a traffic signal relocation and lane milling. Sailor said southbound traffic will be detoured onto Berkey Avenue, as shown in a traffic control plan included in the agenda packet. Ancon anticipates additional road closures at the same location in the coming weeks and will request the additional closures when exact dates are known.

Landis/Swartley moved to approve the closure of the southbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, from Aug. 1-3, 2022, for traffic signal relocation and lane milling. Motion passed 4-0.

9) Engineering Department: Request to approve the closure of the northbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, August 4-6, 2022

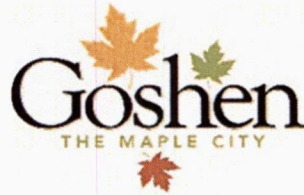
City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of the northbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, August 4-6, 2022.

Sailor said Ancon Construction has requested permission to close the northbound lane of Indiana Avenue between Plymouth Avenue and Berkey Avenue, from Thursday, August 4 until Saturday, August 6. Sailor said work during this period, which will include milling of the northbound lane, necessitates the lane closure. Northbound traffic will be detoured onto Plymouth Avenue, as shown in a traffic control plan attached to the Board's meeting packet.

In response to a question from **Mayor Stutsman**, **Sailor** said this work could not be delayed, but the City is seeking to stagger the work to minimize disruptions, The **Mayor** said the City works hard to avoid multiple closures, but also must accommodate a wide range of work in the community. In response to a question from **Board member Landis**, **Sailor** said it's unlikely this work will be delayed.

Landis/Swartley moved to approve the closure of the northbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, August 4-6, 2022. Motion passed 4-0.

10) Engineering Department: Request to approve the closure of portions of eastbound Berkey Avenue, during working hours, Aug, 1-5, 2022 to accommodate gas line boring activity



City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of portions of eastbound Berkey Avenue, during working hours, Aug, 1-5, 2022 to accommodate gas line boring activity. **Sailor** said NIPSCO has requested to close portions of eastbound Berkey Avenue from August 1-5, 2022 during normal working hours. The lane closures will each be approximately 500 feet in length to accommodate the boring activity as it moves down the corridor. Flagger will be used to maintain traffic.

Sailor said he work is for the installation of gas lines. Asked by the **Mayor** if the work could be delayed, **City Attorney Stegelmann** said that would be difficult.

Landis/Swartley moved to approve the closure of portions of eastbound Berkey Avenue, during working hours, Aug, 1-5, 2022, to accommodate the boring activity. Motion passed 4-0.

11) Engineering Department: Request to install temporary “no parking” signs along Johnston Street as identified by Goshen Engineering

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the installation of temporary “no parking” signs along Johnston Street as identified by Goshen Engineering.

Sailor said that due to the limited space on the construction site, workers at the Green Oaks Assisted Living facility are parking on both sides of Johnston Street. Because the road frontage along Green Oaks is on a curve, the workers parked cars are forcing two-way traffic to the center of the road where blind spots to oncoming traffic exist.

Sailor said City staff have discussed the on-street parking concern with the project manager, and the manager has spoken to the site workers to no avail. Posting “no parking” signs along the westbound lane of Johnston Street was discussed with the project manager, and he is supportive of this action. Goshen Engineering is requesting permission to install no parking signs along the westbound lane of Johnston Street between Station 7+25 to Station 12+00 west of State Road 15. The signs associated with this request will be removed upon completion of the project.

In response to a question from **Mayor Stutsman**, **Sailor** said the project manager has been unable to persuade the contract laborers to park in a different location.

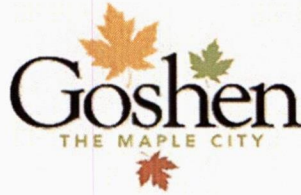
Landis/Swartley moved to approve the installation of temporary “no parking” signs along Johnston Street as identified by Goshen Engineering. Motion passed 4-0.

12) Engineering Department: Approve the Mayor signing the Section 205j Water Quality Planning Program Grant for the Lower Elkhart River Watershed Management Plan in partnership with the Elkhart River Restoration Association

City Stormwater Coordinator Jason Kauffman asked the Board to approve the Mayor signing the Section 205j Water Quality Planning Program Grant for the Lower Elkhart River Watershed Management Plan in partnership with the Elkhart River Restoration Association.

Kauffman said the Elkhart River Restoration Association (ERRA) is working on updating the 2008 Elkhart River Watershed Management Plan so all of the communities throughout the Watershed can use the Plan to apply for and obtain future grants to address water quality and quantity issues. Last year the ERRA received a 319 Grant from the Indiana Department of Environmental Management (IDEM) to update the Watershed Management Plan for the upper portion of the Watershed.

Kauffman said the ERRA planned to apply for another 319 Grant this year for the lower portion of the Watershed, which includes the City of Goshen.



However, **Kauffman** said IDEM identified a separate funding source through the Section 205j Water Quality Planning Program and they have asked the ERRA to submit a grant application by the end of July. IDEM feels the areas of the Lower Elkhart River Watershed is a good fit for the 205j funds.

Kauffman said a 205j grant requires a government entity to be the grant sponsor and after conversations with Mayor Stutsman and the Clerk-Treasurer's Office, it was agreed to move forward with Goshen being the grant sponsor. He said partnering with the ERRA to apply for this grant fulfills one of the goals of the newly adopted Flood Resilience Plan to work with Partners throughout the Elkhart River Watershed to slow down, spread out, and soak in floodwaters upstream of Goshen.

Clerk-Treasurer Aguirre told the Board that before the meeting, Kauffman gave Board members a pamphlet, published by the Elkhart River Restoration Association, about the Upper Elkhart River Watershed Project. The pamphlet included a map showing the project area along with a list of project benefits, a list of project partners, a description of a watershed, ways the public can participate and how people can get more information (**EXHIBIT 1**).

Landis/Swartley moved to approve the Mayor to sign the Section 205j Water Quality Planning Program Grant for the Lower Elkhart River Watershed Management Plan. Motion passed 4-0.

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., July 25, 2022

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Members: Mayor Jeremy Stutsman, Mike Landis and Mary Nichols

Mayor Stutsman convened the Stormwater Board meeting at 2:34 p.m. to consider the following items:

13) Stormwater Department: Accept post-construction stormwater management plan for Burger King #7433

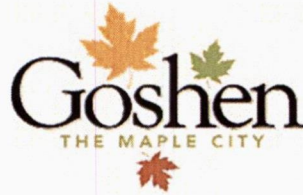
City Stormwater Coordinator Jason Kauffman asked the Board to accept post-construction stormwater management plan for Burger King #7433 as it has been found to meet the requirements of City Ordinance 4329.

Kauffman said the developer of Burger King #7433, affecting one (1) or more acres of land and located at 1911 Lincolnway East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Landis/Nichols moved to accept post-construction stormwater management plan for Burger King #7433 as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

14) Stormwater Department: Accept post-construction stormwater management plan for Professional Park Office Building & 2016 M.O.B.

City Stormwater Coordinator Jason Kauffman asked the Board to accept the post-construction stormwater management plan for Professional Park Office Building & 2016 M.O.B. as it has been found to meet the requirements of City Ordinance 4329.



Kauffman said the developer of Professional Park Office Building & 2016 M.O.B., affecting one (1) or more acres of land and located in the 2100 block of South Main Street and 2016 South Main Street, respectively, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Landis/Nichols moved to accept the post-construction stormwater management plan for Professional Park Office Building & 2016 M.O.B. as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

With the Stormwater Board agenda items completed, Mayor Stutsman closed the Stormwater Board meeting at 2:36 p.m. and resumed the Board of Works & Safety meeting.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):
Mayor Stutsman opened Privilege of the Floor at 2:37 p.m.

City Director of Public Works Dustin Sailor asked the Board to consider the following added agenda item:
15) Engineering Department: Request to close portions of College Avenue in August 2022 for full-depth patching, mill and paving work

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of College Avenue, from 15th Street west to the railroad tracks, from Aug. 1 to Aug. 12, 2022, and lane restrictions, from Aug. 12 to Aug. 23, 2022, for full-depth patching, mill and paving work Sailor said Niblock will be completing the work as part of the Madison Street and College Avenue Reconstruction (JN: 2021-0016).

In response to a question from **Board member Landis**, Sailor said that Niblock's work will only involve College Avenue. **Mayor Stutsman** said his understanding was that the milling and resurfacing work would take place Aug. 1 to Aug. 12 and the clean-up would take place Aug. 12 to Aug. 23. **Sailor** said that was correct. In response to a question from **Landis**, **Sailor** confirmed there would be a full closure of College Avenue from Aug. 1 to Aug. 12 followed by a partial closure, Aug. 12 to Aug. 23.

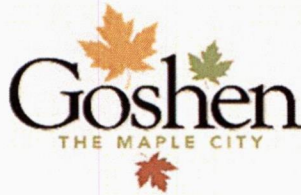
Note: Sailor's request was summarized in a memorandum he provided the Board (EXHIBIT 2).

Landis/Swartley moved to approve the closure of College Avenue, from 15th Street west to the railroad tracks, from Aug. 1 to Aug. 12, 2022, and lane restrictions, from Aug. 12 to Aug. 23, 2022, for full-depth patching, mill and paving work. Motion passed 4-0.

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked if the Board was willing to consider the following as an added agenda item:

16) Legal Department: Request to approve and execute the contract for solid waste collection services with Borden Waste-Away Service, Inc.

Marks said she distributed contract information to the Board late on Friday afternoon, July 22, 2022.



NOTE: At 5:58 p.m. on Friday, July 22, 2022, **Shannon Marks**, the Legal Compliance Administrator for the City Legal Department, emailed Board of Works & Safety members a packet of information (**EXHIBIT 3**). The packet included; a one-page Memorandum from Marks to the Board, a 10-page contract between Borden Waste-Away Service, Inc. and the City of Goshen; Exhibit A, a Scope of Services description; Exhibit B, a color map of trash pickup areas in the City; Exhibit C, two pages of recycling information; Exhibit D, a Borden Waste-Away Service list, dated May 2, 2022, of Large/Bulky Item Removal and Pricing; and Exhibit E, a three-page list of City Buildings and Facilities and waste collection needs and specifications.

In her memo, Marks wrote that the contract with Borden, included in the packet, was “in substantially final form.” The initial term of the contract is from August 1, 2022 through July 31, 2029.

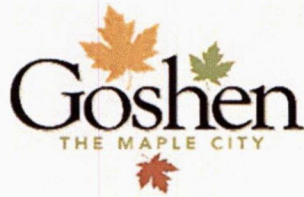
At the Board’s meeting on July 25, 2022, Mayor Stutsman confirmed with Marks that the contract was scheduled to take effect on Aug. 1, 2022. He said that is why the matter was coming before the Board. The Mayor said there “has been a long period of back and forth to get the contract done.”

So, the matter was considered by the Board.

Marks said the Borden Waste-Away Service, Inc. contract was similar to the contract for solid waste collection services with Waste Management of Indiana, LLC that was approved by the Board earlier in today’s meeting.

Mark said that on June 6, 2022, the Board awarded Bid Item 1 - Alternate 1A, Bid Item 4, Bid Item 5, Bid Item 6, and Bid Item 8 for solid waste collection services to Borden Waste Away Service, Inc. as the lowest responsible and responsive bidder. She said the services were for:

- Residential solid waste collection and disposal with waste cart; recyclable materials collection and disposal with recycle cart; downtown public trash receptacles solid waste collection and disposal; and City buildings and facilities solid waste and recyclable materials collection and disposal, including the supply of containers.
- Borden will be compensated for these services based on a unit rate of \$14.96 per month for services provided to each eligible residence, multiplied by the agreed eligible residence count. The proposed contract provides an eligible residence count of 10,780, which is based on information the City has provided. As of July 22, this count had not been confirmed by Borden. That would be done after Borden delivered the waste carts and recycle carts.
- “City projects and events electronics waste collection and disposal, including supply of containers, as needed. Borden will be compensated \$455.00 for the supply and transport of a 20-, 30-, or 40-cubic yard container to a recycling facility, plus the rate of \$600.00 per ton for the disposal of electronic waste.
- “City projects and events expanded polystyrene foam waste collection and disposal including the supply of containers, as needed. Borden will be compensated \$455.00 for the supply and transport of a 20-, 30-, or 40-cubic yard container to a recycling facility and there is no cost per ton for the disposal of expanded polystyrene foam.
- “Confidential document collection, destruction and disposal, including supply of containers, as needed.
- Borden will not charge anything for the supply of a container, but there will be a charge of \$25.00 per each collection, destruction and disposal of documents.



Mayor Stutsman said the City sent out a mailer, in English and Spanish, to every address in Goshen with information about the changes in trash and recycling services. He said City staff walked door-to-door in select neighborhoods to inform residents of the changes and distribute information. He said Borden will also help with distributing more information to spread the word about the changes.

Board member Landis asked if the eligible residence count of 10,780 would be affirmed annually or quarterly or for any other time period. **Marks** said if the City annexes real estate or construction adds new residences, the count will be adjusted. She added that once each year, the City and Borden will review that number.

Asked by **Landis** about the methodology for determining the count, **Marks** said it will be based, for example, on certificates of occupancy and if there is an annexation, the City will know how many new residents it has added. She also said that the City will also consider long-term vacancies if utility services are discontinued.

City Director of Environmental Resilience Aaron Sawatsky Kingsley said he and **Theresa Sailor**, a grant writer and educator with his department, have been working with the Legal Department to compile the numbers. He said the city has a good base number, but there will be a period of adjustment as the City enters the contract and will address any discrepancies going forward.

Landis/Nichols moved to approve and execute the contract for solid waste collection services with **Borden Waste-Away Service, Inc.**, effective Aug. 1, 2022 for the services and recycling services specified. Motion passed 4-0.

Note from the Clerk-Treasurer about the contract for solid waste collection services with Borden Waste-Away Service, Inc.: The proposed City contract with Borden Waste-Away Service, Inc. was not listed on the Board of Works & Safety agenda that was posted in City Hall and outside the City Council Chamber and distributed by email to Board members, City staff, interested individuals and the news media on Friday, July 22, 2022. So, there was no advance public notice of the proposed Borden contract. The City Legal Department provided the Board with – and the Board approved – a contract with Borden described as “in substantially final form.” No printed copies of the proposed contract were made available at the July 25, 2022 Board meeting.

There were no further public comments, so **Mayor Stutsman** closed Privilege of the Floor at 2:45 p.m.

As all matters before the Board of Public Works & Safety were concluded, **Mayor Stutsman/Mike Landis** moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Mayor Stutsman adjourned the meeting at 2:45 p.m.

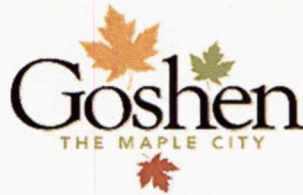


EXHIBIT #1: A pamphlet provided to the Board by City Stormwater Coordinator Jason Kauffman. The pamphlet, published by the Elkhart River Restoration Association, is about the Upper Elkhart River Watershed Project. The pamphlet includes a map showing the project area along with a list of project benefits, a list of project partners, a description of a watershed, ways the public can participate and how people can get more information.

EXHIBIT #2: A memorandum, dated July 25, 2022, from the City Engineering Department to the Board of Works and Safety. The memorandum requested that the Board approve the closure of College Avenue, from 15th Street west to the railroad tracks, from Aug. 1 to Aug. 12, 2022, and lane restrictions, from Aug. 12 to Aug. 23, 2022, for full-depth patching, mill and paving work.

EXHIBIT #3: Packet of information emailed to Board of Works & Safety members at 5:58 p.m. on Friday, July 22, 2022 by Shannon Marks, the Legal Compliance Administrator for the City Legal Department. The packet included; a one-page Memorandum from Marks to the Board, a 10-page contract between Borden Waste Away Service, Inc. and the City of Goshen; Exhibit A, a Scope of Services description; Exhibit B, a color map of trash pickup areas in the City; Exhibit C, two pages of recycling information; Exhibit D, a Borden Waste-Away Service list, dated May 2, 2022, of Large/Bulky Item Removal and Pricing; and Exhibit E, a three-page list of City Buildings and Facilities and waste collection needs and specifications.

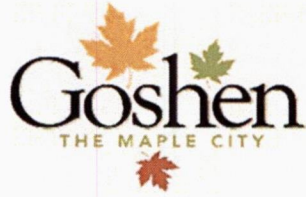
APPROVED

A handwritten signature in black ink, appearing to read "J. Stutsman", written over a horizontal line.

Jeremy Stutsman, Chair

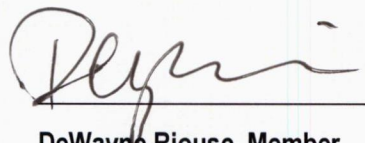
A handwritten signature in blue ink, appearing to read "Michael A. Landis", written over a horizontal line.

Michael Landis, Member





Mary Nichols, Member

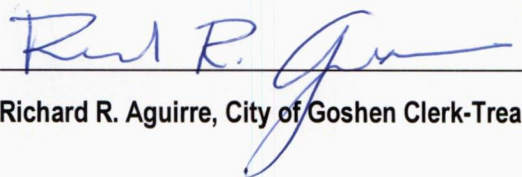


DeWayne Riouse, Member



Barb Swartley, Member

ATTEST



Richard R. Aguirre, City of Goshen Clerk-Treasurer

EXHIBIT #1

WHAT IS A WATERSHED?

A watershed is the land area that drains to a common point, such as a location on a river. All of the water that falls on a watershed will move across the landscape collecting in low spots and drainageways until it moves into the waterbody of choice. A healthy watershed is vital for a healthy river, and a healthy river can enhance the community and helps maintain a healthy local economy.

FOR MORE INFO

www.elkhartriver.org/



Email Nancy Brown
nschlemmerbrown@yahoo.com
Or Sara Peel, Arion Consultants
speel@arionconsultants.com



(765) 337-9100

Funded by IDEM Clean Water Act Section 319 Grant

WAYS YOU CAN PARTICIPATE

The Upper Elkhart River Watershed project is looking for volunteers and partners from all backgrounds. Ways you can get involved:

Education and Outreach

- Staff an educational booth
- Spread the word to other groups
- Attend a field day or workshop
- Participate in a watershed clean up
- Attend public meetings

Monitoring

- Become a volunteer stream monitor
- Provide any available data, plans or reports relevant to the watershed
- Participate in float trips, clean up events and on-stream inventory events

Other Efforts

- Assist with watershed inventory efforts
- Help identify water quality project areas
- Help identify on-the-ground practices
- Host a workshop, field day, listening session or community event
- Identify implementation program needs



THE UPPER ELKHART RIVER WATERSHED PROJECT

A project of the Elkhart River Restoration Association



SPECIAL THANKS TO OUR PARTNERS

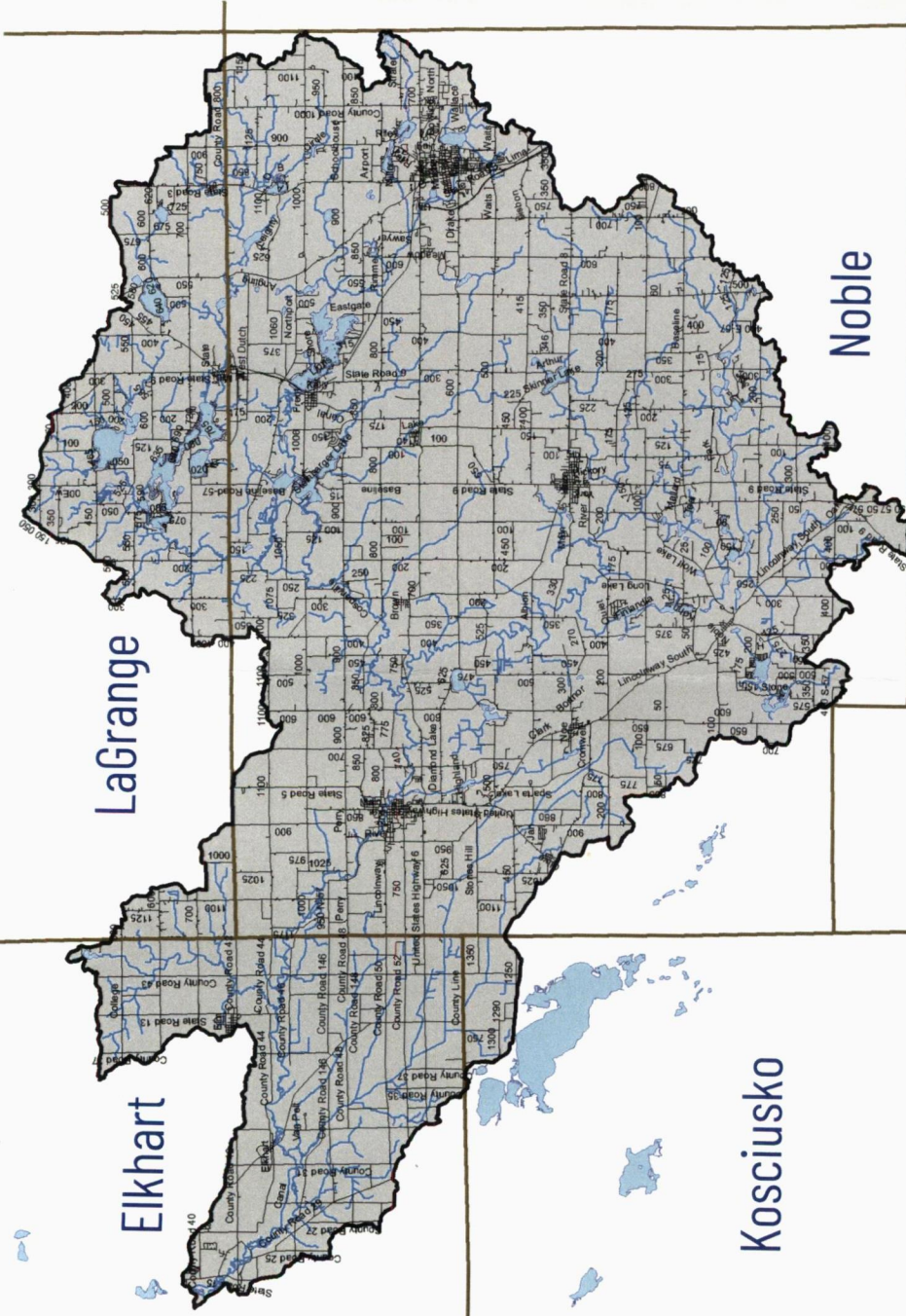
- City of Kendallville MS4
- City of Ligonier (Mayor Patty Fisel)
- Elkhart County
- Commissioners
- Elkhart County MS4
- Elkhart County Parks
- Elkhart County Soil and Water Conservation District
- Elkhart County Surveyor's Office
- Elkhart Environmental Center (EEC)
- Five Lakes Preservation Association
- Kosciusko County Soil and Water Conservation District
- Kosciusko County Surveyor's Office
- LaGrange County
- LaGrange County Center (EEC)
- Five Lakes Preservation Association
- Kosciusko County Soil and Water Conservation District
- Kosciusko County Surveyor's Office
- LaGrange County Soil and Water Conservation District
- LaGrange County Surveyor's Office & Drainage Board
- Merry Lea, Environmental Learning Center of Goshen College
- Natural Resources Conservation Service (NRCS)
- Noble County Surveyors - Purdue Extension - LaGrange County
- Skinner Lake Home Owners Association
- St. Joseph River Basin Commission
- Town of Albion, Town Council
- Town of Rome City
- Town of Wolcottville
- West Lakes Association
- West Noble School

CONSERVATION IS VALUABLE

The goals of this project are integral not only to the beautification of the watershed, but also the health and wellbeing of the community. Through these efforts, we hope to also make change through agricultural, economic, and cultural efforts.



Elkhart River Restoration Association



Upper Elkhart River Watershed. See a larger version on our website at www.elkhartriverrestorationassociation.org/

PROJECT BENEFITS

Recreation

Many activities include fishing, kayaking, canoeing, and tubing on lakes and creeks.

Economic Impact

Increase property values. Recreation activities drive local businesses for things like canoe rentals and fishing equipment.

Habitat

Provides natural habitat for both plants and animals, drawing wildlife to the area.

Flood Control

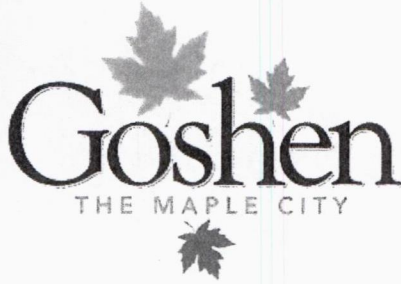
Provides designated areas for water to pool during large rain events.

Natural Drainage

Keeps water flowing. Prevents erosion and water backflow in urban areas.

Water Filtration

Aides in cleaning wastewater while consuming less energy to do so.



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **MADISON STREET & COLLEGE AVE. RECONSTRUCTION
(JN: 2021-0016)**

DATE: July 25, 2022

Niblock will be performing work to full depth patch, mill, and repave College Avenue. The work will require a closure and lane restrictions between 15th Street west to the railroad tracks. Niblock will maintain open access for the businesses and residents on College Avenue. The closure will occur between August 1 to August 12, 2022, and the lane restrictions will occur from August 12 to August 23, 2022.

Requested motion: Move to approve the College Avenue closure from 15th Street west to the railroad tracks between August 1 to August 12, 2022, and lane restrictions between August 12 to August 23, 2022, for the full depth patching, mill, and pave work.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

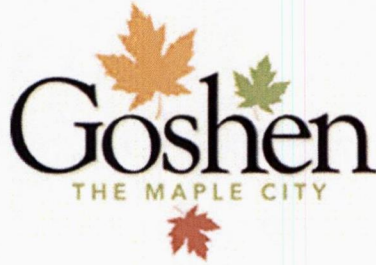
Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

July 25, 2022

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Contract for Solid Waste Collection Services with Borden Waste Away Service, Inc.

On June 6, 2022, the Board awarded Bid Item 1 - Alternate 1A, Bid Item 4, Bid Item 5, Bid Item 6, and Bid Item 8 for solid waste collection services to Borden Waste Away Service, Inc as the lowest responsible and responsive bidder. Attached to this memo is the proposed contract with Borden in substantially final form, to provide the following services for the rates as shown:

- Residential solid waste collection and disposal with waste cart; Recyclable materials collection and disposal with recycle cart; Downtown public trash receptacles solid waste collection and disposal; and City buildings and facilities solid waste and recyclable materials collection and disposal, including the supply of containers. Borden will be compensated for these services based on a unit rate of Fourteen and 96/100 Dollars (\$14.96) per month for services to each eligible residence, multiplied by the agreed eligible residence count. The proposed contract establishes an initial eligible residence count of 10,780 which is based on the information provided by the City's Environmental Resilience Department. As of July 22, this count has not been confirmed by Borden. If Borden's count is different after they have completed the initial delivery of the waste carts and recycle carts, the initial eligible residence count will be brought back to the Board for approval.
- City projects and events electronics waste collection and disposal, including supply of containers, as needed. Borden will be compensated Four Hundred Fifty-five and 00/100 Dollars (\$455.00) for the supply and transport of a 20-, 30-, or 40-cubic yard container to a recycling facility plus the rate of Six Hundred and 00/100 Dollars (\$600.00) per ton for the disposal of electronic waste.
- City projects and events expanded polystyrene foam waste collection and disposal including supply of containers, as needed. Borden will be compensated Four Hundred Fifty-five and 00/100 Dollars (\$455.00) for the supply and transport of a 20-, 30-, or 40-cubic yard container to a recycling facility plus Zero Dollars (\$0.00) per ton for the disposal of expanded polystyrene foam.
- Confidential document collection, destruction and disposal, including supply of containers, as needed. Borden will be compensated Zero Dollars (\$0.00) per month for the supply of a container plus Twenty-five and 00/100 Dollars (\$25.00) per collection, destruction and disposal of documents.

The initial term of the contract is from August 1, 2022 through July 31, 2029.

Suggested Motion:

Move to approve and execute the Contract for solid waste collection services with Borden Waste Away Service, Inc

CONTRACT

City of Goshen, Indiana Solid Waste Collection Services

THIS CONTRACT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Borden Waste Away Service, Inc.** ("Contractor" or "Borden"), whose mailing address is 610 North Wildwood Avenue, Elkhart, IN 46514, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

SECTION 1. Component Parts of this Contract.

- 1.01 This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
- (A) City of Goshen, Indiana Specification Documents for Solid Waste Collection Services dated March 2022 ("Specification Documents") a copy of which are incorporated into and made a part of this Contract by reference.
 - (B) Contractor's Proposal as submitted to City, including all attachments prepared by Contractor, a copy of which is incorporated into and made a part of this Contract by reference.
 - (C) Contractor's performance deposit or irrevocable letter of credit.
 - (D) Contractor's certificate(s) of insurance.
- 1.02 Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
- (A) This Contract;
 - (B) The Specification Documents for the services; and
 - (C) Contractor's Proposal.

SECTION 2. Scope of Services.

- 2.01 Contractor shall provide all services under this Contract as generally described below and as described in further detail in Exhibit A, Scope of Services, attached hereto and fully incorporated into this Contract. The services shall include the Contractor's provision for all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the services described.
- (A) Residential solid waste collection and disposal with waste cart, and recyclable materials collection and disposal with recycle cart.
 - (B) Downtown public trash receptacles solid waste collection and disposal.
 - (C) City buildings and facilities solid waste and recyclable materials collection and disposal.

- (D) City projects and events electronics waste collection and disposal, including supply of containers, as needed.
- (E) City projects and events expanded polystyrene foam waste collection and disposal including supply of containers, as needed.
- (F) Confidential document collection, destruction and disposal, including supply of containers, as needed.

SECTION 3. Effective Date; Term; Extension.

- 3.01 The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 3.02 All services under this contract shall commence on August 1, 2022, and continue through July 31, 2029, unless otherwise terminated by either party in accordance with the terms and conditions of the contract.
- 3.03 Upon written approval of the contracting parties, the contract may be extended under the same terms and conditions up to three (3) additional years. Either party shall provide the other party notice in writing at least one hundred eighty (180) days before the expiration of the initial term or any extension if either party desires to extend the contract.

SECTION 4. Compensation.

4.01 **Residential solid waste collection and disposal with waste cart; Recyclable materials collection and disposal with recycle cart; Downtown public trash receptacles solid waste collection and disposal; and City buildings and facilities solid waste and recyclable materials collection and disposal, including the supply of containers.**

- (A) City shall pay Contractor on a monthly basis for the services provided the previous calendar month. Compensation shall be based on a unit rate of Fourteen and 96/100 Dollars (\$14.96) per month for services to each eligible residence, multiplied by the agreed eligible residence count. Contractor shall pay all disposal costs for the services.
- (B) The initial eligible residence count as agreed upon by City and Contractor is ten thousand seven hundred eighty (10,780) eligible residences. Any adjustments made to the eligible residence count shall be made in accordance with Exhibit A, Section 6, Subsection 6.02(C), and by a written amendment to this Contract signed by both City and Contractor.

4.02 **City projects and events electronics waste collection and disposal, including supply of containers, as needed.**

- (A) City shall pay Contractor based on the unit rates set forth below for the supply of various sizes of containers and transport of the electronic waste to a recycling facility plus a rate per ton for disposal of the electronic waste.
 - (1) Four Hundred Fifty-five and 00/100 Dollars (\$455.00) per 20-, 30-, or 40-cubic yard container.
 - (2) Six Hundred and 00/100 Dollars (\$600.00) per ton electronic waste disposal.

4.03 **City projects and events expanded polystyrene foam waste collection and disposal including supply of containers, as needed.**

(A) City shall pay Contractor based on the unit rates set forth below for the supply of various sizes of containers and transport of the expanded polystyrene foam waste to a recycling facility plus a rate per ton for disposal of the expanded polystyrene foam waste.

(1) Four Hundred Fifty-five and 00/100 Dollars (\$455.00) per 20-, 30-, or 40-cubic yard container.

(2) Zero Dollars (\$0.00) per ton expanded polystyrene foam disposal.

4.04 **Confidential document collection, destruction and disposal, including supply of containers, as needed.**

(A) City shall pay Contractor based on the unit rates set forth below for the supply of a container plus a rate for the periodic collection, destruction and disposal of the documents.

(1) Zero Dollars (\$0.00) per month for a 36" by 21" by 16" console container.

(2) Twenty-five and 00/100 Dollars (\$25.00) per collection, destruction and disposal of documents.

SECTION 5. Adjustment to Contract Rates.

5.01 Beginning April 1, 2024, upon written request of either party, the rates may be adjusted up or down based on the Consumer Price Index.

5.02 An adjustment shall be based on and not exceed the reported annual percentage change for the previous calendar year as set forth in the Consumer Price Index for All Urban Consumers for the Midwest urban area. The series title shall be for All Items, not seasonally adjusted, with an index base period of 1982-84=100.

5.03 A price adjustment may be made no more frequently than once every April 1st, and shall be made in writing and signed by both parties.

SECTION 6. Payment.

6.01 Upon receipt of a detailed invoice and required reports and/or dump tickets, City shall pay Contractor for the applicable services provided the previous calendar month under this Contract. Contractor shall send invoices, reports and/or dump tickets for services provided to City at the following address, or at such other address as City may designate in writing:

City of Goshen, Indiana
c/o Clerk-Treasurer's Office
202 South Fifth Street, Suite 2
Goshen, IN 46528

6.02 Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice and required reports and/or dump tickets. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

- 6.03 Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

SECTION 7. Extra Services. (See also Exhibit A, Section 6, Subsection 6.10)

- 7.01 In conjunction with the services for residential solid waste collection with waste cart and residential recyclable materials collection with recycle cart, Contractor may provide additional services for an eligible residence at the request of the resident for items not covered under the contract with the City. Such extra services may include the following:
- (A) Additional waste cart;
 - (B) Additional bag of solid waste;
 - (C) Additional recycle cart;
 - (D) Additional large item collection; and
 - (E) Electronic waste collection.
- 7.02 Contractor will be responsible for billing and collecting payment for the extra service from the resident at the contracted rate, as may be amended from time to time. City shall in no way be a party to such arrangements or responsible for non-payment by a resident for extra services provided.

SECTION 8. Performance Deposit.

- 8.01 Contractor agrees to provide City a performance bond or irrevocable letter of credit in a form approved by City in the amount of One Hundred Thousand Dollars (\$100,000). The performance deposit shall remain in full force and effect during the term of the contract and any extension of the contract term.
- 8.02 The performance deposit shall be conditioned on the full, complete and faithful performance of the services in accordance with this Contract and the Specifications Documents. The performance deposit must specify that a modification, omission or addition to the terms and conditions of the Contract or Specification Documents; a defect in the Contract; or a defect in the proceedings preliminary to the letting and award of the Contract shall not in any way affect or operate to release or discharge the surety.

SECTION 9. Independent Contractor.

- 9.01 Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- 9.02 Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

SECTION 10. Non-Discrimination.

10.01 Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant will be regarded as a material breach of Contract.

SECTION 11. Employment Eligibility Verification.

11.01 Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

11.02 Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien.

11.03 Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

11.04 City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

SECTION 12. Indemnification.

12.01 Contractor agrees to indemnify, defend and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

12.02 Contractor shall be responsible for all injuries to persons and for all damages to the property of City or others, caused by or resulting from the negligence of Contractor or any of Contractor's agents, officers, and employees during the performance of services under this contract. Contractor agrees to promptly repair damages caused to building, structures, yards, driveways, sidewalks, curbs, streets, alleys, etc.

SECTION 13. Insurance.

13.01 Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full

force and effect, and shall keep on deposit at all times during the term of the contract and any extension of the contract term the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Failure of Contractor to provide insurance in the limits listed below will be regarded as a material breach of contract.

- 13.02 Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- 13.03 Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (A) Workers Compensation – Statutory Limits
 - (B) Employer’s Liability - \$1,000,000
 - (C) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (D) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (E) Excess Umbrella Coverage - \$1,000,000 each occurrence
- 13.04 Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability.

SECTION 14. Force Majeure.

- 14.01 Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters, including adverse weather conditions, or decrees of governmental bodies not the fault of the affected party.
- 14.02 If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance.
- 14.03 If the period of non-performance exceeds fifteen (15) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

SECTION 15. Default.

- 15.01 It shall be mutually agreed that if Contractor fails to provide services in accordance with the provisions of the Specification Documents for a period of at least seven (7) calendar days, except under conditions of force majeure, Contractor may be considered in default.
- 15.02 Contractor may also be considered in default by the City if any of the following occur:
 - (A) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of the contract.

- (B) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (C) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (D) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (E) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (F) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under the contract and Specification Documents.
 - (G) The contract is subcontracted by Contractor without the consent of City.
 - (H) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.
- 15.03 City shall also be entitled as a matter of right to an injunction against any breach of the provisions of the contract.

SECTION 16. Termination.

- 16.01 The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- 16.02 City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, City may issue Contractor a written notice of default and provide a period of time not less than seven (7) days in length in which Contractor will be given the opportunity to cure. If the default is not cured by Contractor within the time period allowed, the contract may be terminated. City is not required to give Contractor the opportunity to cure if due to the nature of the default, the opportunity to cure is not feasible as reasonably determined by City.
- 16.03 In the event of default and termination, City may purchase or otherwise secure similar services. Contractor shall be liable to City for any costs incurred. If such provisions are made by City, Contractor shall be responsible for any and all costs incurred by City, and such amounts shall be deducted from amounts City may owe Contractor. If the costs exceed the amounts owed to Contractor, Contractor is liable to reimburse City for any such costs. Additionally, City may make demands under the terms of the performance deposit.
- 16.04 Notwithstanding all other terms and conditions, the contract is subject to the appropriation of funds by the Goshen Common Council. City administration covenants to include funds for the contract in its annual budget proposals during the term of the contract and to use its best efforts to secure approval by the Common Council. In the event that funds are not appropriated or otherwise available to support the continuation of performance of this contract, the same shall terminate without penalty.
- 16.05 Upon termination, Contractor shall be compensated for services rendered prior to the effective date of termination, subject to any liquidated damages or reimbursements due to City by reason of default.

16.06 The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

SECTION 17. Notices.

17.01 Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

Notices to City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Notices to Contractor: Borden Waste Away Service, Inc.
Attention: Christopher Himes, Vice President
PO Box 1218
Elkhart, IN 46515-1218

and

Borden Waste Away Service, Inc.
Attention: Ken Himes, Registered Agent
605 North Wildwood Avenue
Elkhart, IN 45615

SECTION 18. Subcontracting or Assignment of Contract.

18.01 Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

18.02 For the purposes of this contract, the Contractor's selection of a disposal facility does not require written approval from City.

SECTION 19. Amendments.

19.01 Any modification or amendment to the terms and conditions of the contract, including a change order, 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.

SECTION 20. Waiver of Rights.

20.01 No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

SECTION 21. Compliance with Laws.

- 21.01 Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required to be included in this contract are incorporated by reference.
- 21.02 The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of the contract shall be reviewed by City and Contractor to determine whether the provisions of the contract require formal modification.
- 21.03 Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Services. Failure to do so may be deemed a material breach of contract.

SECTION 22. Conflicts.

- 22.01 In the event of a conflict between this Contract, the Specification Documents, and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

SECTION 23. Governing Laws; Legal Fees.

- 23.01 These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- 23.02 In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

SECTION 24. Severability.

- 24.01 In the event that any provision of the contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision of the contract.

SECTION 25. Binding Effect.

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

SECTION 26. Entire Agreement.

- 26.01 This Contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Borden.

SECTION 27. Authority to Execute.

27.01 The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety

Borden Waste Away Service, Inc.

Jeremy P. Stutsman, Mayor

Christopher Himes, Vice President

Date Signed: _____

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

Date Signed: _____

EXHIBIT A

SCOPE OF SERVICES

The following Scope of Services set forth in this Exhibit A are taken from the Specification Documents, and have been modified to be specific to this Contract. The Scope of Services include additional information to supplement and/or clarify the services to be provided by Contractor.

SECTION 5. SERVICES, IN GENERAL

- 5.01 **Services All Inclusive.** Contractor shall provide all services under this contract which shall include the provision for all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the described services.
- 5.02 **Disposal Facility; Disposal Costs.**
- (A) Contractor shall transport to and dispose all solid waste collected at a properly licensed disposal facility.
 - (B) Contractor shall transport to and dispose all recyclable materials collected at a properly licensed processing facility. Contractor shall have the responsibility for the marketing and sale of the recyclable materials collected.
 - (C) Contractor shall be responsible for payment of all disposal costs associated for the solid waste and recyclable materials collected *except* City will pay Contractor for the disposal of the electronic waste collected and the disposal of expanded polystyrene foam collected when Contractor provides City roll-off containers for the collection of such waste. In such event, Contractor shall submit to City a copy of each dump ticket for each roll-off container transported to the recycling facility.
- 5.03 **Hours and Days of Collection; Holidays.**
- (A) Contractor shall adhere to the designated boundaries of each daily collection route as shown on the map attached as Exhibit B for residential solid waste collection and residential recyclable materials collection.
 - (B) Contractor shall perform solid waste collection services between the hours of 6:30 a.m. and 7:00 p.m. (local time).
 - (C) The following holidays may, at the election of Contractor, be observed as non-collection days. Whenever a 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 (1) day if Contractor elects to observe the holiday as a non-collection day.
 - (1) New Year's Day
 - (2) Memorial Day
 - (3) Independence Day
 - (4) Labor Day
 - (5) Thanksgiving Day
 - (6) Christmas Day
- 5.04 **Customer Service Office.** Contractor shall maintain and staff a customer service office with a local or toll-free telephone number through which Contractor may be contacted for information, service calls or complaints. Contractor's office shall have knowledgeable staff

available to answer calls from at least 8:00 a.m. to 5:00 p.m. (local time) on all days that Contractor provides Services.

5.05 **Contractor's Contact Person.** Contractor shall assign at least one (1) representative who shall have the authority to make decisions concerning day-to-day operations that a City representative may contact regarding Services. Contractor's representative(s) are the following:

- (A) Eric Ivory, Account Representative, 574-293-5001 x565 or 574-612-9006
- (B) Johnny Bachman, Customer Manager, 574-293-5001 x566 or 574-612-1543
- (C) Brian Mallo, Operations Manager, 574-293-5001 x587

Contractor shall notify City in writing should the Contractor's representative(s) or the contact information change.

5.06 **Collection Equipment.**

- (A) Contractor shall use equipment that is specifically designed and manufactured for the collection and transportation of solid waste. The equipment shall be enclosed or provided with suitable covers to prevent spillage, leaking and/or littering of waste.
- (B) Contractor shall maintain all collection equipment in proper operating condition, and equipment shall be maintained to minimize the leaking of fluids, noise pollution and air pollution. Contractor shall also maintain all collection equipment in a reasonably clean and professional appearance.
- (C) Contractor shall properly license and insure each vehicle.

5.07 **Personnel.**

- (A) Contractor's employees shall be reasonably identifiable by wearing a shirt or uniform bearing the company's name when performing Services.
- (B) Contractor's employees shall be courteous at all times, and shall not use loud or profane language.
- (C) Contractor's employees shall follow regular walkways, shall not trespass onto private property except to collect properly placed waste, and shall not cross property to adjoining premises or interfere with private property.
- (D) Contractor's employees assigned to operate a vehicle shall carry an appropriate valid driver's license.

5.08 **Spillage or Leaking of Fluids, and/or Littering of Waste.**

- (A) Contractor shall have sufficient tools and materials available in vehicles and shall clean up any spillage or leakage of fluids or littering of wastes from Contractor's vehicles while performing Services.
- (B) Contractor shall ensure that wastes are not left on public or private property or on public rights-of-way or otherwise scattered during the process of collection or transport of wastes.
- (C) Contractor shall clean up and remove any spillage or leakage of fluids and any wastes left on public or private property or on public rights-of-way as soon as possible but not more than three (3) hours of the earliest of either:
 - (1) the notification to Contractor of the spillage, leakage or littering, or
 - (2) the knowledge of the spillage, leakage or littering by Contractor or Contractor's employees.

(D) Contractor's failure or refusal to clean up any spillage or leakage of fluids or removal of littered wastes within this time period or Contractor's refusal to rectify the problem may result in the clean-up and removal by City and the costs of such deducted from the payment due to Contractor.

5.09 **Damage to Property.** Contractor shall take all necessary precautions to avoid damaging any property during the performance of Services. Contractor shall repair or replace at Contractor's expense any property that is damaged by the negligence of Contractor or Contractor's employees.

5.10 **Waste Excluded from Collection.**

(A) Except by a special request from City, Contractor is not required to collect the following wastes in weekly collection:

- (1) Solid wastes that are not properly contained within a waste cart (unless a large item or the eligible residence purchases extra services from Contractor).
- (2) Solid wastes in a waste cart that is not placed at an appropriate location for collection.
- (3) Recyclable materials that are not properly contained within a recycle cart.
- (4) Recyclable materials in a recycle cart that is not placed at an appropriate location for collection.
- (5) Large items that exceed the monthly limitations per eligible residence (unless the eligible residence purchases extra services from Contractor).
- (6) Solid wastes or recyclable materials, including large items that are generated from a different location than where the wastes are to be collected.
- (7) Solid wastes or recyclable materials generated from a location that is not eligible for collection services (i.e. business, commercial, industrial, or institutional establishments, including a building containing five (5) or more rental residential units).
- (8) Animal carcasses in excess of twenty (20) pounds.

(B) Contractor is not permitted to collect the following wastes in weekly collection:

- (1) Hazardous wastes.
- (2) Flammable/volatile substances.
- (3) Whole tires.
- (4) Car batteries/lithium batteries.
- (5) Electronics (unless the eligible residence purchases extra services from Contractor).
- (6) Any solid wastes that are specifically excluded by federal, state or local laws from being disposed in a landfill.

5.11 **Comingling of Wastes Prohibited.** Contractor shall not commingle solid wastes and recyclable materials collected.

5.12 Title to Wastes.

- (A) If solid waste is collected from a building or facility owned or operated by City, the City shall retain title to the solid waste. In all other circumstances, neither City nor Contractor have title to the solid waste collected.
- (B) Title to recyclable materials collected under this contract shall pass to Contractor when placed in Contractor's collection equipment.

5.13 Reports.

- (A) Contractor shall submit City a monthly report for the previous month's service that, at a minimum, shows the dates and tonnage of solid waste and recyclable materials collected under this contract for each vehicle entering the disposal facility. However, recyclable materials collected from City buildings and facilities may be excluded from the total tonnage if impractical to separate and quantify.
- (B) Payment for the previous month's service will not be processed until the monthly reports have been provided.
- (C) Upon request of City's Environmental Resilience Department, Contractor shall provide copies of any reports for a recycled material audit generated by the materials recovery facility to identify the percentages of recycled materials by type and weight found in the audit sample.

SECTION 6. RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION.

6.01 Service Area.

- (A) Residential solid waste and recyclable materials collection service shall be provided to each eligible residence within the corporate limits of the City of Goshen. A map designating the current corporate limits is attached as Exhibit B.
- (B) Other areas may be added to the corporate limits through annexation or pending annexation during the term of the contract. City will provide Contractor a written notice with a map showing new areas be added to the corporate limits and when services are to commence.

6.02 Eligible Residences.

- (A) City estimates that there are approximately 11,000 eligible residences as of March 2022.
- (B) After the initial delivery of waste carts and recycle carts by Contractor, City and Contractor shall agree to establish the initial eligible residence count upon which compensation for services shall be based. (See main Contract, Section 4, Compensation, Subsection 4.01(B))
- (C) Beginning the first quarter of 2024 and upon request of either party, City and Contractor agree to review the eligible residence count and adjust the number of eligible residences due to changes in eligible residences occurring as a result of annexations, new constructions, demolitions or vacancies. Any adjustments shall occur no more frequently than once each calendar year quarter with the adjustment going into effect no earlier than the beginning of the following calendar year quarter for contract payment purposes. Adjustments for new construction shall be based on the City's issuance of a certificate of occupancy, demolition shall be based on City's issuance of a demolition permit, and a vacancy shall be based on the City's removal of a water meter at a location.

6.03 Service to Each Eligible Residence.

- (A) Contractor shall collect solid waste, including yard wastes, properly contained in a waste cart from each eligible residence on a **weekly basis**. This service shall include supplying and maintaining one (1) waste cart for each eligible residence.
- (B) Contractor shall collect co-mingled recyclable materials properly contained in a recycle cart from each eligible residence on a **bi-weekly basis**. This service shall include supplying and maintaining one (1) recycle cart for each eligible residence. The recyclable materials to be collected by Contractor are depicted in Exhibit C.
- (C) Collection of solid waste and recyclable materials from an eligible residence shall occur on the same day.

6.04 Waste Carts and Recycle Carts.

- (A) Contractor shall supply and maintain one (1) waste cart and one (1) recycle cart for each eligible residence.
- (B) Each eligible residence shall be initially supplied with a clean waste cart and recycle cart. Contractor shall initially supply each eligible residence a waste cart and recycle cart as defined and specified in Exhibit A, Section 13, Subsections 13.06 and 13.08.
- (C) Contractor may also offer a waste cart with a 65- or 48-gallon capacity or a recycle cart with a 65-gallon capacity. An eligible residence must contact Contractor to request exchange of a waste cart or a recycle cart for a different size.
- (D) Contractor began delivery of the initial waste cart and recycle cart upon award of the bid and shall complete delivery by August 1, 2022. Carts will be delivered to each eligible residence Monday through Saturday from 6:30 a.m. and 7:00 p.m.
- (E) Contractor shall supply new eligible residences with a waste cart and recycle cart within fourteen (14) days after receipt of a request from City or a new eligible residence. Contractor may contact City's representative to confirm the eligibility of a residence to receive City's services. The waste carts and recycle carts will be delivered to a new eligible residence on Thursday of each week between the hours of 6:30 a.m. and 7:00 p.m.
- (F) Waste carts and recycle carts will remain the property of Contractor.

6.05 Large Item Collection.

- (A) Contractor shall collect no more than two (2) large items from an eligible residence each month. This shall include large items that contain refrigerants.
- (B) Contractor shall be responsible for properly evacuating and disposing of refrigerants from appliances such as refrigerators, freezers, air conditioners and dehumidifiers.
- (C) An eligible residence shall contact Contractor's customer support department to schedule collection of large items. Contractor will utilize regular service vehicles and a specialized large/bulky item removal truck to collect large items on the same day as the regular schedule for residential solid waste collection for the eligible residence.
- (D) Except as provided by Exhibit A, Section 6, Subsection 6.10(A)(4), in the event that an eligible residence has large items in excess of two (2) large items each month, Contractor may elect not to collect any such large item.

6.06 Container Damage, Repair and Replacement.

- (A) Contractor shall exercise reasonable care not to damage the waste cart or recycle cart and to replace the same in an upright position with lid on or closed at the collection location out of the traveled portion of the public right-of-way.
- (B) In the event the waste cart or recycle cart is damaged or stolen, Contractor shall repair or replace the waste cart or recycle cart at Contractor's expense within fourteen (14) days of being notified by the City or by an eligible residence.

6.07 Collection Location and Routes.

- (A) All collections shall be made from the street unless a specific street precludes Contractor's equipment from collecting from the street. In such event, collection shall continue to be made from the alley.
- (B) Contractor shall collect all wastes that are placed within a waste cart or recycle cart that are properly placed for collection by the resident. Proper placement shall be within two (2) feet of the edge of the pavement, at least five (5) feet from any other object such as an automobile, utility pole, fence, mailbox, and at least three (3) feet from another waste cart or recycle cart. In locations where a fence exists, it shall be the resident's responsibility to see that the waste cart and recycle cart are placed on the street-side of the fence.
- (C) Contractor shall adhere to the designated boundaries of each daily collection route as shown on the map attached as Exhibit B. Contractor shall determine the best route for collection within each daily route.
- (D) If during the course of the contract Contractor wishes to change the day of collection or the location where the waste cart and recycle cart are placed for collection, Contractor shall bear the cost and responsibility of informing the affected resident(s). Any changes shall not be made without the prior written approval of Goshen Board of Public Works and Safety or its designated representative, which approval will not be unreasonably withheld.

6.08 Declined Collections.

- (A) If Contractor has reason to leave solid wastes or recyclable materials uncollected from any location, Contractor shall log the date and time, service location and reason(s) for the declined collection. Upon request of City, Contractor shall provide City a copy of the log.
- (B) Contractor shall also leave a notice or tag on the waste cart or recycle cart to inform the resident why the solid wastes or recyclable materials were not collected.
- (C) In the event that the recyclable materials are contaminated, Contractor may decline the collection as recyclable materials. If the recyclable materials are contaminated at a location on a regular basis, Contractor shall contact City's representative in an attempt to rectify the problem.

6.09 Complaints.

- (A) Any complaint regarding service initially received by City from an eligible residence will be directed to Contractor's office.
- (B) Contractor must give prompt and courteous attention to any complaints received and promptly resolve any valid complaint. Contractor shall log all complaints received, including the date and time of the complaint, nature of complaint, including service location, and the manner and timing of resolution. Upon request of City, Contractor shall provide City a copy of the log.

- (C) Contractor shall investigate a complaint and shall resolve the verified complaint as soon as possible, but no later than twenty-four (24) hours after the complaint is received.
- (D) Contractor's failure or refusal to resolve a verified complaint within twenty-four (24) hours after the complaint is received, and if no fault is found on the resident or complaining party, City may remove the solid waste and/or recyclable materials after City gives Contractor a twenty-four (24) hour notice that the solid waste and/or recyclable materials needs to be removed, and deduct the costs of doing so from the payment due to Contractor. If a City employee is used to perform work that is Contractor's responsibility, City may charge Contractor the sum of One Hundred Dollars (\$100) per hour to perform the work with a minimum charge of one (1) hour per incident.
- (E) If an eligible residence does not properly conform to solid waste and recyclable materials collection requirements (i.e., not properly contained, excess solid wastes, solid wastes generated from a different location than where the solid wastes are to be collected, etc.), Contractor shall advise City's representative of the nonconformance.

6.10 Extra Services to Eligible Residences.

- (A) In conjunction with the services for residential solid waste collection with waste cart and residential recyclable materials collection with recycle cart, as an extra service, and at the request of an eligible residence, Contractor will be responsible for providing the following extra services, billing, and collecting payment for the extra service from an eligible residence. City shall in no way be a party to such arrangements. Such extra services include:
 - (1) Contractor shall provide an additional waste cart and additional service (in excess of one (1) waste cart each week) for the weekly collection and disposal of additional solid wastes, including yard wastes, from the eligible residence for the cost of Eight and 00/100 Dollars (\$8.00) per month for a 96-, 65- or 48-gallon waste cart.
 - (2) Contractor shall provide additional service for the collection and disposal of each additional bag of solid waste (in excess of solid waste contained within the waste cart) from the eligible residence for the cost of Two and 00/100 Dollars (\$2.00) per bag. The bag size shall not exceed 33 gallons in capacity nor weigh more than 40 pounds.
 - (3) Contractor shall provide an additional recycle cart and additional service (in excess on one (1) recycle cart bi-weekly) for the bi-weekly collection and disposal of recyclable materials from the eligible residence for the cost of Five and 00/100 Dollars (\$5.00) per month for a 96- or 65-gallon recycle cart.
 - (4) Contractor shall collect and dispose of an additional large item (in excess of two (2) large items each month) from the eligible residence for the cost based on the item type and specification as listed on the Large/Bulky Item Removal & Pricing list attached as Exhibit D.
 - (5) Contractor shall collect and dispose of electronic waste from the eligible residence for the cost of Fifty Dollars (\$50.00) per item.
- (B) City will provide residents the description of the extra services and cost along with Contractor's name and telephone number to contact for the extra service.

(C) The unit costs for the extra service may be adjusted beginning April 1, 2024 in the same manner as set forth in the main Contract, Section 5, Adjustments to Contract Rates.

6.11 **Recycling Participation Report.** Upon request of City's Environmental Resilience Department, Contractor shall provide a report on recycling participation that identifies the level of residential recycling participation by neighborhood, street and/or by the eligible residence.

6.12 **Information and Educational Materials.** Contractor may provide City with service information and other solid waste and recycling educational materials to be included in City's newsletter, posted on City's website, or posted on other City social media sites. In addition, Contractor may collaborate with City's Environmental Resilience Department to provide presentations to increase recycling or zero waste efforts.

SECTION 7. DOWNTOWN PUBLIC TRASH RECEPTACLES SOLID WASTE COLLECTION

7.01 **Scope of Services.** As part of the residential solid waste collection, Contractor shall collect solid wastes on a regularly scheduled basis from all City-owned downtown public trash receptacles. There are approximately forty (40) trash receptacles located in the area bounded by Pike Street to the north, Madison Street to the south, Third Street to the west, and Fifth Street to the east, including Main Street, Clinton Street, Lincoln Avenue, Washington Street and Jefferson Street.

7.02 **Collection Schedule.** Contractor shall collect all solid wastes at least one (1) time per week from September through May, and at least two (2) times per week, at least three (3) days apart, from June through August. At the request of City, Contractor shall provide a collection schedule acceptable to City and shall follow this schedule within reasonable limits.

7.03 **Addition and Removal of Trash Receptacles.** City reserves the right to add or remove public trash receptacles to be serviced without additional charge to City.

SECTION 8. CITY BUILDINGS AND FACILITIES SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION

8.01 **Scope of Services.**

(A) Contractor shall supply and maintain covered solid waste and recycling containers for City buildings and facilities identified in Exhibit E and collect the solid waste and recyclable materials on a regularly scheduled basis.

(B) The container number, size and frequency of collection are listed in Exhibit E and are based on current service.

8.02 **Collection Schedule.** At the request of City, Contractor shall provide a collection schedule for the City buildings and facilities acceptable to City and shall follow this schedule within reasonable limits.

8.03 **Adjustments to Number and Size of Containers and Frequency of Collection.**

(A) City reserves the right to add or remove locations to receive services throughout the term of the contract as needed.

(B) City or Contractor may adjust the container number, size and frequency of collection at each location to provide a cost effective, efficient level of service and

ensure that all solid waste and recyclable materials are contained inside the containers between collection days.

- 8.04 **Container Maintenance.** Contractor shall maintain all containers, including repair or replacement when damaged, found to be rusted through or leaking.

SECTION 9. CITY PROJECTS AND EVENTS SOLID WASTE COLLECTION

- 9.01 **Scope of Services.** Contractor shall provide various sized roll-off containers (20 cubic yard to 40 cubic yard) for the collection of electronic waste and/or EPS waste from City projects and events on an as-needed basis, and then transport the waste to the disposal facility.

9.02 **Scheduling Delivery and Transport.**

- (A) City will contact Contractor's representative at least five (5) business days in advance to schedule the delivery of the roll-off container to the City site.
- (B) City will contact Contractor's representative at least two (2) business days in advance to schedule the transport the roll-off container and electronic waste or EPS waste to the disposal facility.
- (C) Contractor's representative for this service is:
 - (1) Johnny Bachman, Customer Manager, 574-293-5001 x566 or 574-612-1543, johnnybachman@wasteawaygroup.com

Contractor shall notify City in writing should the Contractor's representative or the contact information change.

9.03 **Disposal Facilities.**

- (A) **Electronic Waste Recycling Facility.** Contractor shall transport roll-off containers that contain electronic waste to a recycling facility for disposal.
- (B) **EPS Waste Recycling Facility.** Contractor shall transport roll-containers that contain expanded polystyrene foam to a recycling facility for disposal.

- 9.04 **Dump Tickets.** Contractor is required to submit to City a copy of the dump ticket for the waste disposed for each roll-off container transported. City must receive a copy of each dump ticket in order for payment to Contractor to be processed.

SECTION 10. THIS SECTION IS INTENTIONALLY LEFT BLANK

SECTION 11. CONFIDENTIAL DOCUMENT COLLECTION, DESTRUCTION AND DISPOSAL

- 11.01 **Scope of Services.** Contractor shall provide services for the secure collection, destruction and disposal of confidential documents from City offices. Documents shall consist of mixed office paper, including, but not limited to white and colored paper and cardstock, envelopes, post-it notes, file folders, etc.

11.02 **Secure Containers.**

- (A) Contractor shall supply secure containers for the collection of documents. Contractor's executive stationary container is a console-light gray, sturdy, side

door with bag inside, locking and secure. The capacity is 60 pounds and the dimensions are 36 inches high by 21 inches wide by 16 inches deep.

- (B) Contractor shall deliver each container to the city office requesting such service. The office(s) requesting containers are:
 - (1) Goshen Legal Department, Goshen Annex Building, 204 East Jefferson Street, Suite 2 (Basement), Goshen, IN 46528
- (C) City reserves the right to add or remove locations to receive secure containers and services throughout the term of the contract as needed.
- (D) City shall contact Contractor's representative to schedule collection of the confidential documents.
- (E) Contractor's representative for this service is:
 - (1) Johnny Bachman, Customer Manager, 574-293-5001 x566 or 574-612-1543, johnnybachman@wasteawaygroup.com

Contractor shall notify City in writing should the Contractor's representative or the contact information change.

- (F) Contractor shall retain ownership of the containers.
- (G) Contractor shall be responsible for maintaining all containers in good working order, cleaning containers as necessary and providing replacement and/or additional containers as may be requested by City.

11.03 Confidentiality. Contractor shall maintain the confidentiality of all information. Contractor and Contractor's personnel shall not inspect, copy, or examine any materials or documents at any time. Contractor and Contractor's personnel shall not disclose, release or communicate any information obtained from the materials or documents to any person or entity at any time.

11.04 Destruction and Disposal.

- (A) Contractor shall destroy completely documents placed in the secure containers. Shredding equipment must convert the documents into small unreadable pieces which are mixed, compressed and secured until destroyed.
- (B) Contractor shall properly dispose of the destructed documents and recycle those destructed documents that are recyclable.
- (C) Contractor shall provide the City office with a certificate of destruction for each location where documents are collected and the date of service.

SECTION 12. THIS SECTION IS INTENTIONALLY LEFT BLANK

SECTION 13. DEFINITIONS

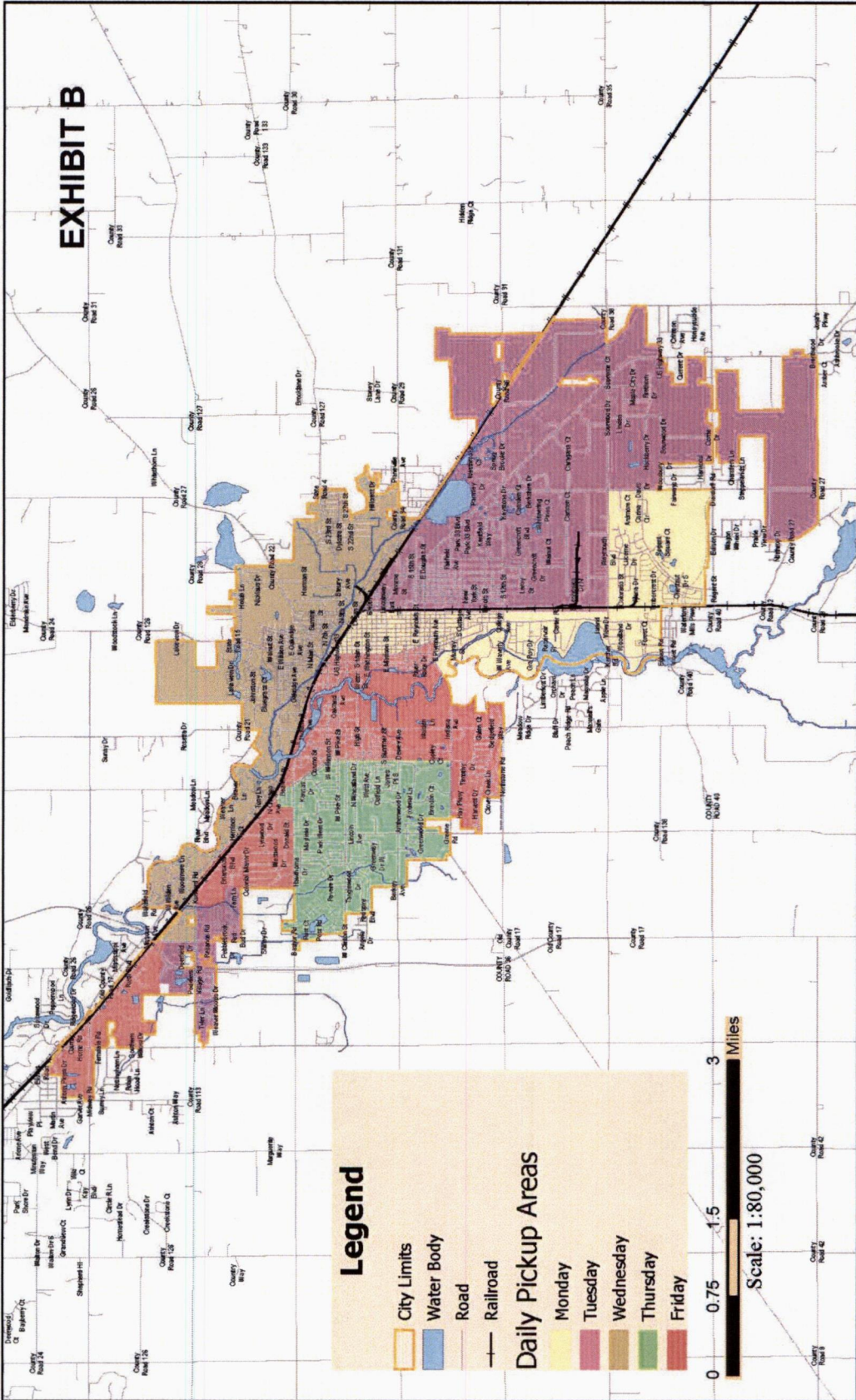
13.01 Bundle. Any waste securely tied together forming an easily handled package not exceeding four (4) feet in length and two (2) feet in diameter, and not exceeding fifty (50) pounds.

13.02 Eligible Residence. For the purposes of this contract, an eligible residence shall include:

- (A) An occupied residential unit in any building or part of a building that contains one (1) or more residential units, but EXCLUDES a building or related group of buildings on the same lot, tract or parcel of real estate containing five (5) or more rental residential units. (City will provide a list of buildings or related group of

buildings containing five (5) or more rental residential units.) Occupied residential units which are individually owned in a condominium building, including a building or related group of buildings with five (5) or more individually owned residential units, are eligible for service.

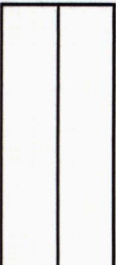
- (B) A manufactured home or mobile home occupied as a residential unit located within a manufactured housing community or mobile home park.
- 13.03 **Hazardous Waste.** Any material, solid waste, chemical or substance determined to be hazardous by state or federal regulations or may be potentially hazardous to any person or property, or to the environment.
- 13.04 **Large Items.** Any bulky, heavy or otherwise difficult to handle wastes with weights and/or volumes greater than that allowed in a waste cart, including, but not limited to appliances, furniture, mattresses, bundles, or branches. Three (3) bundles shall be equivalent to one (1) large item.
- 13.05 **Recyclable Materials.** Acceptable materials that have been recovered or diverted from the solid waste stream for use or reuse; conversion into raw materials; or use in the production of new products. Recyclable materials shall include, at a minimum, commingled cardboard, paperboard, newspaper, magazines/catalogs, copy paper, mail, other office paper products, #1-#7 plastics, glass (clear, brown and green), and metals (aluminum, steel, tin and bi-metal).
- 13.06 **Recycle Cart.** A receptacle designed and intended for a resident to store recyclable materials between collection days. The recycle cart shall be supplied, maintained, and replaced when necessary by Contractor. The recycle cart must include wheels, a hinged lid, handle and be approximately ninety-six (96) gallons in size. Recycle carts must be able to withstand all types of outdoor climate and weather conditions. Recycle carts must be uniform in appearance, but must be distinguished from a waste cart. The recycle cart must include information on the lid to describe the proper preparation of and the type of materials that are recyclable.
- 13.07 **Solid Waste.** All solid and semi-solid wastes, except human excreta, but including garbage, litter, trash, refuse and rubbish.
- 13.08 **Waste Cart.** A receptacle designed and intended for a resident to store solid waste between collection days. The waste cart shall be supplied, maintained, and replaced when necessary by Contractor. The waste cart must include wheels, a hinged lid, handle and be approximately ninety-six (96) gallons in size. Waste carts must be able to withstand all types of outdoor climate and weather conditions. Waste carts must be uniform in appearance, but must be distinguished from a recycle cart.
- 13.09 **Yard Waste.** Vegetative matter resulting from landscaping and garden maintenance, including, but not limited to leaves, grass clippings, branches, brush, shrubbery, and flowers.



The City of Coshen's Digital Data is the property of the City of Coshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change, and is not warranted for exactness. The city and county do not assume the responsibility of the data. The geographic digital files are not a legal representation of any other legal depiction, and the city and county do not assume any responsibility or liability for a particular purpose, shall be expressly excluded. The data reproduced on this map is for informational purposes only. The data may be inaccurate or incomplete, and is subject to modifications and changes. City of Coshen and Elkhart County do not warrant the reliability or accuracy of the data. The recipient uses and releases the information at their own risk. The recipient agrees to protect, hold harmless and indemnify the City of Coshen and Elkhart County and its employees and officials. This indemnity covers reasonable attorney fees and all court costs associated with the resolution of any dispute arising out of this document.

February 2022

Trash Pickup Areas
MUNICIPAL TRASH SERVICE
ROUTES BY DAY



Department of Public Works & Safety Office of Engineering
Coshen
204 East Jefferson Street, Coshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8628

BACK TO THE BASICS

EXHIBIT C

RECYCLING 101

THE MATERIALS THAT WE ALWAYS ACCEPT

ALWAYS



THE MATERIALS THAT WE NEVER ACCEPT

NEVER



HELPFUL HINTS TO AVOID IMPROPER RECYCLING

NEVER BAG YOUR RECYCLABLES.

Recyclables should be placed in your cart LOOSE, DRY and relatively CLEAN.

WISHCYCLING IS COUNTERPRODUCTIVE.

Tossing items into the recycling without checking whether they are recyclable causes significant issues at our plant. In many cases, these unacceptable items will be hauled to the landfill regardless. **WHEN IN DOUBT, THROW IT OUT!**

RECYCLING ARROWS DO NOT ALWAYS MEAN RECYCLABLE.

Recycling arrows refer to the type of plastic an item is made from, not whether or not it is recyclable at our plant. **HINT:** Typically only #1, #2 and #5 plastics are recycled.

DID YOU KNOW?

Out of 37.4 million tons available to be recycled, 20 million tons are thrown in the trash due to lack of access and participation.



If these 20M tons were recycled, it would:



Conserve an annual energy equivalent of 154 million barrels of oil



Reduce U.S. greenhouse gas emissions by 96 million metric tons of carbon dioxide equivalent




Generate 370,000 full-time equivalent (FTE) jobs




Achieve the equivalent of taking more than 20 million cars off U.S. highways.


SOURCE: THE RECYCLING PARTNERSHIP (2020)




RECYCLABLES ONLY




Please do not bag items. Place the following clean items in the cart.




Glass jars & bottles
Botellas y envases de vidrio




Aluminum cans, foil & pie tins
Latás, papel y recipientes de aluminio



Tin or steel cans
Latás de acero u hojalata




Cardboard boxes, paper towel rolls, etc.
Cajas de cartón, rollos de cartón, etc.




Cardboard (flattened all boxes)
Cajas de cartón (desarmadas)

PLEASE:


- **NO** styrofoam
hule espuma
- **NO** electronics
electrónicos
- **NO** ceramics or dishes
cerámicas
- **NO** food waste
desperdicios de comida
- **NO** plastic grocery bags
bolsas de plástico
- **NO** motor oil containers
envases de aceite automotriz
- **NO** hazardous waste containers
envases de químicos o contaminantes
- **NO** light bulbs, window glass or mirrors
focos, ventanas de vidrio o espejos
- **NO** yard waste
desperdicios de jardín
- **NO** shredded paper
papel en tiras




Telephone books
Directorios telefónicos




Junk mail
Correspondencia publicitaria




Plastic bottles & containers
Botellas y envases de plástico




Magazines & catalogs
Revistas y catálogos



Newspaper & inserts
Periódicos y propaganda



Office paper & file folders
Papel de oficina




Paper bags
Bolsas de papel

NO GARBAGE


BASURA

FOR MORE INFORMATION
Call 574-293-5001 or 800-386-3313.


- Carts must be placed with lid opening toward street
- Do not block cart or place within 3 ft. of any obstruction



Recycle Cart



Trash Cart



3 FEET 3 FEET

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EXHIBIT D
Borden Waste-Away Service - May 2, 2022
Large/Bulky Item Removal & Pricing

Item & Specs	Price	Route	Item & Specs	Price	Route
Air Conditioner	\$90.00	CALL	Lawn Mower (no gas/oil)	\$30.00	R
Barrels (empty)	\$15.00	R	Love Seat	\$35.00	R
Barrels (full)	\$30.00	R	Love Seat (Sleeper)	\$50.00	R
Bath Tub (Fiberglass)	\$40.00	R	Mattress/Spring - Queen & King - Per Set	\$70.00	CALL
Bicycle	\$25.00	R	Mattress/Spring - Twin & Full - Per Set	\$50.00	R
Carpet Rolls (1' diameter, 4' long) Qty=1	\$10.00	R	Refridgerator	\$120.00	CALL
Chair / Recliner	\$40.00	R	Sink	\$10.00	R
Counter Tops (4' or Under) Qty=1	\$25.00	R	Sofa/Couch	\$60.00	R
Dehumidifier (Contains Freon)	\$85.00	CALL	Sofa/Couch - Sleeper/Sectional	\$80.00	CALL
Desk (Roll Top/Office)	\$45.00	R	Stove/Range	\$45.00	R
Desk (Small/Student)	\$15.00	R	Table (coffee/end)	\$15.00	R
Dining Room Chair	\$5.00	R	Table (patio/yard)	\$45.00	R
Dining Room Table	\$45.00	R	Toilet	\$40.00	R
Dishwasher	\$35.00	R	Treadmill/Exercise Bike	\$65.00	R
.oor	\$20.00	R	Washer	\$45.00	R
Door + Frame	\$30.00	R	Water Heater (drained)	\$45.00	R
Dryer	\$45.00	R	Water Softner (must be empty)	\$45.00	R
Gas Grill (NO TANK)	\$30.00	R	Windows (3'x3' or smaller)	\$25.00	R
Dresser / Hutch (larger than 4'x4')	\$40.00	R			
Dresser / Hutch (up to 4'x4')	\$30.00	R			

** Non-Listed Items Call Borden Operations **
 ** Listed Items That Say Call Will Have A Transporion Cost **

EXHIBIT E
CITY BUILDINGS AND FACILITIES

City Building/Facility	Service Address	Container Size	Collection Frequency
SOLID WASTE CONTAINERS			
City Hall	202 South Fifth Street	4 yard	1/week
Municipal Annex	204 East Jefferson Street	4 yard	1/week
Police Department & City Court	111 East Jefferson Street	6 yard	1/week
Police Training Facility	713 East Lincoln Avenue	4 yard	1/week
Central Fire Station	209 North Third Street	6 yard	1/week
Reliance Memorial Fire Station	1728 North Reliance Road	2 yard or 2-96 gallon carts	1/week
College Avenue Fire Station	1203 College Avenue	2 yard or 2-96 gallon carts	1/week
Street Department	475 Steury Avenue	8 yard	1/week
Central Garage	320 Steury Avenue	6 yard	1/week
Parks Department - Shanklin Pool	607 West Plymouth Avenue	4 yard	1/week, but may be suspended Nov thru Feb
Parks Department - Maintenance Building	607 West Plymouth Avenue	3-8 yard	1/week
Violet Cemetery	2818 Violet Road	4 yard	1/week, but increase to 2/week in April & May only
West Goshen Cemetery	1200-block West Berkey Avenue	4 yard	1/week
Oakridge Cemetery	427 North First Street	4 yard	1/week, but increase to 2/week in April & May only
Municipal Airport	17229 County Road 42	6 yard	1/week

EXHIBIT E
CITY BUILDINGS AND FACILITIES

City Building/Facility	Service Address	Container Size	Collection Frequency
Water and Sewer Department	308 North Fifth Street	8 yard	1/week
Wastewater Treatment Plant	1000 West Wilden Avenue	8 yard	1/week
Wastewater Treatment Plant	1000 West Wilden Avenue	5-2 yard (with casters)	2/week
Wastewater Treatment Plant	1000 West Wilden Avenue	2 yard dock dumper (with casters)	NA
Goshen Boys and Girls Club	306 Crescent Street	2-8 yard	1/week

EXHIBIT E
CITY BUILDINGS AND FACILITIES

City Building/Facility	Service Address	Container Size	Collection Frequency
RECYCLABLE MATERIALS CONTAINERS			
City Hall	202 South Fifth Street	4 yard	1/week
Municipal Annex	204 East Jefferson Street	4 yard	1/week
Police Department and City Court	111 East Jefferson Street	4 yard	1/week
Police Training Facility	713 East Lincoln Avenue	4 yard	1/week
Street Department	475 Steury Avenue	6 yard	1/week
Central Garage	320 Steury Avenue	6 yard	1/week
Park Department	524 East Jackson Street	4 yard	1/week
Municipal Airport	17229 County Road 42	6 yard	1/week
Water and Sewer Department	308 North Fifth Street	4 yard	1/week
Rieth Interpretative Center	410 West Plymouth Avenue	96-gallon cart	Every other week