

**CITY COUNCIL  
CITY OF SAUGATUCK  
ALLEGAN COUNTY, MICHIGAN**

**ORDINANCE NUMBER 080922-1**

Council Member Johnson, supported by Council Member Hess moved the adoption of the following ordinance:

**ORDINANCE NO. 080922-1**

**AN ORDINANCE TO AMEND THE CITY CODE BY AMENDING CHAPTER 50 ENTITLED "GARBAGE AND RUBBISH"**

THE CITY OF SAUGATUCK ORDAINS:

Section 1. Amendment of Chapter 50 of Title V.

Chapter 50 of Title V Public Works is hereby amended in its entirety to reflect the following language.

**CHAPTER 50: GARBAGE AND RUBBISH**

Section:

- 50.01 Purpose and Intent
- 50.02 Definitions
- 50.03 Disposal of Solid Waste Generally
- 50.04 Accumulation of Solid Waste
- 50.05 Unauthorized Dumping and Littering
- 50.06 Pre-Collection Requirements; Separation; Containers
- 50.07 Receptacles
- 50.08 Contracts
- 50.09 Transportation of Waste Materials
- 50.10 Fees
- 50.11 Prohibited Waste
- 50.12 Enforcement
- 50.13 Penalties
- 50.14 Rules and Regulations

50.1 Purpose and Intent. It is the intent of the City Council that this chapter be liberally construed for the purpose of providing sanitary and satisfactory methods of preparation, collection and disposal of domestic solid waste and materials, as well as the maintenance of public and private property in a clean, orderly and sanitary condition, for the health, safety and welfare of the City, and to provide for a reasonable system of user fees. Upon approval of the City Council, the City Manager is authorized to make such rules and regulations as appear to be necessary from time to time to carry out the intent of this chapter; provided, however, that such rules are not in direct conflict with City ordinances or State law.

50.02 Definitions. The following words, terms and phrases shall have the meanings ascribed to them in this chapter, except where the context clearly indicates a different meaning:

Bulk Refuse means appliances, furniture and other bulky refuse items, excluding construction and demolition debris, which cannot readily be placed in an approved container.

Commercial Establishment means property classified by the City's Zoning Ordinance as a nonindustrial business, or residential property which has more than four units.

Construction Debris means waste from buildings, driveways, or other construction, alteration or repair, including dirt from excavations.

Contractor means a designated collector who has been authorized by the City to collect and dispose of Domestic Solid Waste, Recyclable Materials, Bulk Refuse and Yard Waste.

Discarded Household Debris means domestic refuse of a quantity that exceeds the amount generated by routine housekeeping, including for example, unsold garage sale items and items discarded in the process of vacating a premises. Discarded household debris does not include bulk refuse for which removal arrangements have been made.

Demolition Debris means refuse which is incidental to the demolition of buildings, or structures or appurtenances on a premises.

Domestic Solid Waste means the waste materials resulting from the usual routine of housekeeping, including garbage and rubbish and excluding hazardous waste, construction and demolition debris, industrial solid waste and medical waste.

Garbage means all animals, fish, fowl, fruit or vegetable waste incidental to the use, preparation and storage of food for human consumption. This term does not include food processing wastes from canneries, slaughterhouses and packinghouses or hazardous waste.

Grease Inceptor Waste means grease and other wastes required to be collected by inceptors in accordance with the sewer regulations found in Section 51.083 of the City Code.

Hazardous Waste means hazardous waste as defined in Part III of the Michigan Natural Resources and Environmental Protection Act, as amended, MCL 324.11101, et seq., and the regulations promulgated thereunder.

Industrial Solid Waste means all solid waste materials resulting from industrial or manufacturing operations or process of every nature, including organic wastes from canneries, slaughterhouses, packinghouses and other industrial food processing operations. This terms includes refuse material resulting from cleaning up in connection with such industrial or manufacturing operations, and refuse material resulting from offices, stores, lunchrooms, warehouses, or other operations established in conjunction with such industrial or manufacturing operations, and excludes hazardous waste.

Medical Waste means any material that has been identified by State or Federal regulation to be medical, biohazardous, or pathological waste and is subject to special handling and disposal regulations.

Multiple Residential means residential establishments consisting of five or more residential units.

Non-portable Receptacle means a stationary dumpster of a type that can be mechanically hoisted by a refuse collection vehicle, and with specifications established and approved by the City and the necessities

of health and safety. Non-portable receptacles shall be of all-weather material of a sufficient size and capacity to eliminate overflowing, and secured to prevent unauthorized access.

Participating Unit means any premises receiving services from the Contractor.

Person in Charge means the owner, proprietor, occupant or agent in charge of any premise, whether an individual, partnership or corporation or business entity.

Premises means a parcel of land within the City, which includes right-of-way or legal easements, separated from adjacent parcels of land by legal description.

Recyclable Materials means materials separated from solid waste for the express purpose of preparation for and delivery to a secondary market or other use. For purposes of this chapter, recyclable materials shall at a minimum include plastic bottles, polystyrene, newsprint, container glass, tin/steel cans, aluminum, aerosol cans, corrugated cardboard boxes, magazines and junk mail. Additional recyclable materials may be collected, provided that said materials are properly collected, transported and recycled in accordance with all applicable laws and regulations.

Refuse means the same as Solid Waste.

Residential Unit means a building, or portion thereof, designated for occupancy exclusively for residential purposes and having cooking facilities and separate sanitary facilities.

Rubbish means the miscellaneous waste materials resulting from housekeeping and ordinary mercantile enterprises, including materials such as packing boxes, cartons, excelsior, paper ashes, cinders, glass, metal, plastic and rubber, and excluding hazardous waste.

Solid Waste means garbage and rubbish. This term does not include human body waste, liquid waste, materials that have been separated either at the source or a processing site for the purpose of reuse, recycling or composting, or any material that has been identified by State or Federal regulation to be unsuitable for disposal in a Type II sanitary landfill or its State designated equivalent.

Type II Sanitary Landfill means as defined in Part 115 of Public Act No. 451 of 1994, as amended from time to time, or a state equivalent designation.

Yard Waste means grass clippings, brush trimmings and branches under six inches. Yard waste does not include leaves.

Yard Waste Container means a container which has been specifically identified by the City as suitable for the collection and disposal of yard waste.

Yard Waste Collection means the collection yard waste service provided by the Contractor from April 1<sup>st</sup> to November 30<sup>th</sup> of each year.

50.03 Disposal of Solid Waste Generally. A person shall dispose of his solid waste and segregate items as provided in this chapter, or as specified by subsequent resolution of the City Council, from all other solid waste produced and shall separately bundle or contain such items for proper disposal and collection, in accordance with the provisions set forth in this chapter.

#### 50.04 Accumulation of Solid Waste

A. Accumulation of Refuse or Garbage. No owner and/or person in control of a residential unit, commercial establishment or industrial facility shall permit the accumulation of refuse, garbage or Solid Waste upon his premises for a period that would pose a health hazard, subject adjacent property occupants to unreasonably offensive odors or become a public nuisance. The accumulation of refuse, garbage or Solid Waste for a period in excess of seven days shall be prima facie evidence of posing a health hazard and creating a public nuisance.

B. Composting Storage. Leaves, yard waste and vegetable waste may be stored for composting purposes as long as they do not harbor rodents, subject adjacent property owners to an unreasonably offensive odor or become a public nuisance, provided compost is stored in the rear yard and located not closer than ten feet from the property line.

C. Alternate Means of Disposal. Residential units that are not Participating Units are required to provide alternative means of disposing of solid waste. Only a designated collector can collect and transport domestic solid waste in the City.

50.05 Unauthorized Littering and Depositing of Refuse. Except as permitted by the City's brush and leaf pickup policy, it shall be unlawful for any person to throw or deposit any refuse upon or into any street, right-of-way, alley or waterway. It is also unlawful to place or permit the placement of any portable or non-portable container upon another's property, public or private, without the permission of the owner, proprietor, occupant or agent in charge of such property. Even with such permission, portable containers not belonging to a Participating Unit shall not be placed or permitted upon the property of a Participating Unit for disposal by the designated collector without the designated collector's express consent.

#### 50.06 Pre-Collection Requirements; Separation; Containers

A. Pre-Collection; Separation and Container Regulation. All persons within the City who place the following items for disposal, removal or collection shall do so in strict conformity with the following regulations:

- 1 Solid Waste. Solid waste shall be separated and contained in an approved container.
- 2 Yard Waste. Yard waste shall be separated as required by the City and contained in an approved container.
- 3 Bulk Refuse. All bulk refuse shall be separated and must be removed using an approved method. Approved methods of removal shall be limited to:
  - a. Arrangements with the Contractor; or
  - b. Private arrangements to transfer the bulk refuse to an appropriate disposal site or facility.
- 4 Recyclable material. All recyclable material shall be separated and contained in a recycling container furnished by the Contractor.
- 5 Industrial Solid Waste. All industrial solid waste shall be collected by collectors privately contracted for by the industrial user, and shall otherwise comply with the provisions of this chapter.

- 6 Discarded Household, Construction and Demolition Debris. All discarded household, construction and demolition debris shall be separated and collected by contractors privately contracted for by the person who produced the waste, and shall otherwise comply with the provisions of this chapter.
- 7 Hazardous Waste. All hazardous waste shall be separated and collected by collectors privately contracted for by the person who produced the waste, and shall otherwise comply with the provisions of this chapter.
- 8 Medical Waste. All medical waste shall be separated and disposed of in accordance with all applicable state and federal regulations and shall be collected by contractors privately contracted for by the person who produced the waste, and shall otherwise comply with the provisions of this Section.
- 9 Grease Inceptor Waste. All grease inceptor waste shall be separated and disposed of in accordance with all applicable state and federal regulations and shall be collected by contractors privately contracted for by the person who produced the waste, and shall otherwise comply with the provisions of this Section.

B. Use of Unapproved Containers. Items placed in an unapproved container will not be picked up, unless otherwise provided in this chapter.

#### 50.07 Receptacles

A. Maintenance. The owner, person in charge, or occupant of a building, house or structure where Domestic Solid Waste accumulates shall maintain proper refuse receptacles as defined in this chapter, and shall place, or cause to be placed, in such receptacles all Domestic Solid Waste accumulating on the premises, provided that Bulk Refuse, Recyclable Materials and Yard Waste may be stored in a condition properly prepared for collection as specified in this chapter.

B. Residential. The person in charge of every residential building having four or less residential units shall maintain and keep clean proper receptacles to house domestic waste.

C. Commercial, Industrial and Multiple Residential. The person in charge of a building consisting of five or more residential units, and every building used as a commercial or industrial business, shall provide and keep clean and in place proper receptacles of a portable type as defined in this chapter, provided that if the City determines that portable receptacles are not practical for a multiple dwelling, commercial or industrial business, it may authorize the use of non-portable receptacles as defined in this chapter.

D. Portable Receptacles. Portable receptacles for Domestic Solid Waste shall be of metal, fiberglass, plastic or other substantial construction approved by the City. Such receptacles shall have handles and tight fitting covers and shall not exceed 96 gallons each in capacity.

E. Non-portable Receptacles. It shall be the responsibility of the property owner or agent being serviced to maintain the non-portable receptacle area free of odors, scattered or overflowing debris and all other nuisances. All garbage shall be properly wrapped or placed within a closed plastic bag before it is placed in a non-portable receptacle. The City may at any time order the relocation or screening of a dumpster if it is deemed to be interfering with the health, safety or well being of others.

F. Location. All non-portable receptacles shall be placed and collected in a location designated by the City. Such receptacles shall be located so that the permitted collectors will not have to trespass on the private property of another in order to pick up such receptacles. In no event shall non-portable receptacles be placed in or upon public property, easements, or public right-of-ways. All portable receptacles shall be stored upon the premises, and shall not be set out for collection prior to 12:00 p.m. preceding the day of collection, and after the receptacles are emptied they shall be returned to their place of storage on the same day collections are made. No empty portable receptacles shall be stored on City property including the public right-of-way, sidewalks and streets.

G. Non-Conforming Receptacles. Receptacles that are badly broken or otherwise fail to meet the requirements of this chapter may be classified as rubbish and, after due notice to the owner, may be collected as rubbish by the Contractor.

#### 50.08 Contracts

A. Grant of Exclusive Contract. The City shall by resolution grant an exclusive, revocable contract to a designated collector, giving it the right, power and authority to collect Domestic Solid Waste, Recyclable Materials, Bulk Refuse and Yard Waste as described herein within the City. The designated collector shall receive no compensation from the City but shall be permitted to enter into private contracts for the collection of solid domestic waste and other services authorized herein.

B. Renewal of Contract. Any agreement the City enters into with the designated collector, or renewal extension or amendment thereto, is subject to revocation at the will of the City Council.

#### 50.09 Transportation of Waste Materials

A. Mode of Transportation. The transportation of all garbage, offal or rubbish or other waste materials through the streets, alleys or thoroughfares of the City shall be conducted in a manner which does not create a nuisance. It shall be unlawful for any person to transport, cart, carry or convey through or over any of the streets, alleys or public places of the City any unwanted garbage, refuse, or food containers without the approval of the City. It shall be unlawful for any person to transport or otherwise convey through or over any of the street or public places of the City any rubbish or other waste material, except under written regulations or with the written consent of the City, except rubbish or waste material accumulating on property owned or controlled by him, and then only by approved methods of conveyance.

B. Conveyance Vehicles. Vehicles conveying waste must be of such construction and operated in such a manner that the contents shall not spill upon the public right-of-way or public property. Such vehicles shall be watertight and covered.

50.10 Fees. Charges for the collection and disposal of domestic solid waste and materials shall be billed by the designated collector directly to the Residential Unit or Participating Unit owner or occupant at a rate outlined in the collector's contract with the City.

#### 50.11 Prohibited Waste

A. Prohibited Waste. It shall be unlawful for any person to place any material in a container or receptacle which might endanger the collection personnel, or to deposit or deliver to a disposal site any hazardous material, waste material which would be detrimental to the normal operation of collection, incineration, recycling or disposal, such as gaseous, solid or liquid poison, dead animals, ammunition, explosives, flammable liquid, undrained garbage of a liquid or semi-liquid nature, whether in containers

or not, concrete, dirt, automobile or equipment parts, or any material that possesses heat sufficient to ignite any other collected materials. No motor vehicles shall be dumped or abandoned at any disposal site.

B. Prohibited Placement. It shall be unlawful for any person to place Yard Waste, Bulk Refuse, Hazardous Waste or other waste specifically required to be separated from Solid Waste by this chapter, in a Refuse Container for the purpose of refuse collection, removal or disposal, or not otherwise dispose of such item, except in conformance with the provisions of this Section.

C. Use by Nonresidents. The City solid waste disposal and recycling program is designated to accommodate the needs of residents of the City. Nonresidents are strictly prohibited from disposing of solid waste through the program. All violators will be prosecuted to the fullest extent allowed by law and/or provision of this chapter.

#### 50.12 Enforcement

Enforcement of this chapter shall be the responsibility of the City Manager or his designee. The City is authorized and directed to establish and promulgate reasonable regulations as to the matter, days and times for the collection of waste or recyclable materials. The City Council may, by majority vote, change, modify, repeal or amend any portion of this chapter. Designated City Officials charged with the enforcement of this chapter may be authorized to issue citations or notices for violations relative to any part of this chapter.

#### 50.13 Penalties

A. Any person, firm, corporation, trust, partnership or other legal entity which violates or refuses to comply with any provision of this chapter shall be responsible for a municipal civil infraction and shall be punished by a civil fine in accordance with Section 10.21 of this code and shall further be liable for the payment of the costs of prosecution in any amount of not less than \$9 and not more than \$500.

B. Each day that a violation of this chapter continues to exist shall constitute a distinct and separate offense, and shall make the violator liable for the imposition of fines for each day.

C. Any violation of the provisions of this chapter shall constitute a nuisance per se and the foregoing penalties shall be in addition to the abatement of the violating condition and injunctive or other relief which may be ordered by the court as prescribed by the laws of the state of Michigan for the abatement of a city ordinance designated as a municipal civil infraction.

#### 50.14 Rules and Regulations

The City may promulgate rules and regulations to carry out the provisions of this chapter.

### Section 2. Severability

If any section, subsection, paragraph, sentence, clause, phrase or portion of this chapter is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion thereof.

Section 3. Effective Date

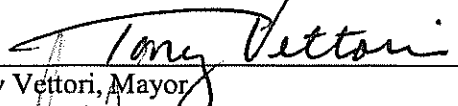
This Ordinance shall become effective 7 days after its publication.

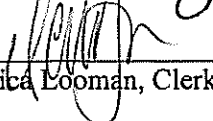
Yeas: Johnson, Hess, Bekken, Spangler, Verplank, Simon & Vettori

Nays: None


Absent: None

ORDINANCE NO. 080922-1 DECLARED ADOPTED.

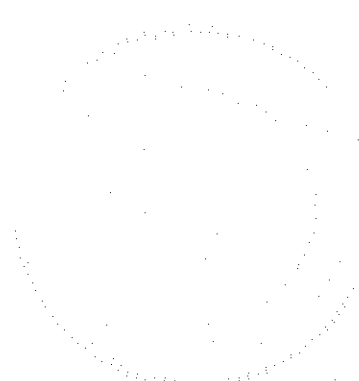
  
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Tony Vettori, Mayor

  
\_\_\_\_\_  
Monica Looman, Clerk

I hereby certify the foregoing to be a true copy of an ordinance duly adopted at a regular meeting of the City Council of the City of Saugatuck on September 22, 2008.

  
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Monica Looman, Clerk

Adopted: September 22, 2008  
Published: October 3, 2008  
Effective: October 10, 2008  
Legal Publishing: September 29, 2008



**CITY COUNCIL  
CITY OF SAUGATUCK  
Allegan County, Michigan**

**RESOLUTION NO. 080922-A**

**A RESOLUTION TO APPROVE A WASTE SERVICES AGREEMENT WITH  
CHEF CONTAINER**

Council Member Hess, offered the following resolution and moved for its adoption, seconded by Council Member Verplank:

WHEREAS, the City of Saugatuck has determined that it is in best interests of the residents of Saugatuck to utilize a single, designated waste services contractor for the collection, transport and disposal of certain domestic waste and other discarded materials; and

WHEREAS, the City has amended its Garbage and Rubbish Ordinance to provide for a designated contractor to perform such services; and

WHEREAS, the City Council has selected Chef Container, LLC ("Contractor") as the designated contractor; and

WHEREAS, the City and Contractor desire to enter into an agreement pertaining to said services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City and Contractor agree to enter into the Waste Services Agreement attached and incorporated herein as Exhibit A (the "Agreement").
2. The City Council hereby approves the Agreement.
3. The Mayor is authorized to execute the Agreement and all related documents necessary to effectuate the intent of this Resolution.
4. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this Resolution, are rescinded.

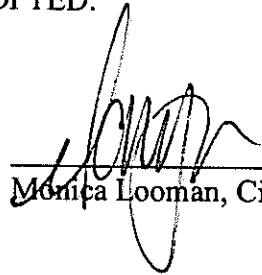
YEAS: Council Members: Hess, Verplank, Bekken, Simon, Spangler, Johnson & Vettori

NAYS: Council Members: None

ABSENT: Council Members: None

**RESOLUTION NO. 080922-A DECLARED ADOPTED.**

Dated: September 22, 2008



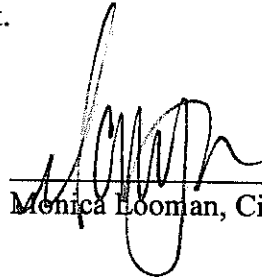
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Monica Looman, City Clerk

**CERTIFICATION**

I, Monica Looman, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the Saugatuck City Council at a regular meeting held September 22, 2008, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

Attest:



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Monica Looman, City Clerk

## WASTE SERVICES AGREEMENT

Effective this 22nd day of September, 2008, this Agreement ("Agreement") is made by and between the City of Saugatuck (the "City"), a Michigan municipal corporation with offices located at 102 Butler Street, Saugatuck, MI 49453 and Chef Container, LLC, a Michigan limited liability company, whose address is A-4368 60<sup>th</sup> Street, Holland Michigan 49423 (the "Contractor").

### Recitals

A. The City has amended its Garbage and Rubbish Ordinance, Ordinance No. 080922-1 to provide for a single contractor to collect, transport and dispose of domestic garbage and other refuse materials within the City ("Ordinance"). This Agreement is entered into pursuant to such Ordinance.

B. The City desires to enter into an exclusive, revocable contract with Contractor for the collection, transport and disposal of certain garbage, trash, refuse, recyclable materials and other discarded materials from residences and participating units within the City, all as provided in this Agreement.

C. The Contractor desires to enter into a contract with the City to provide such collection, transportation, disposal and recycling services pursuant to the Contractor's bid proposal, the terms and conditions set forth in the City's Request for Proposal, the Ordinance and provisions of this Agreement (collectively, the "Services").

D. Therefore, in consideration of the mutual covenants and considerations set forth herein, the parties agree as follows:

### Agreement

1.0 Definitions. All words or phrases not defined herein shall have the same meaning given to such words and phrases by the Ordinance, as may be amended from time to time, which Ordinance is incorporated herein by reference for such purpose.

2.0 Collection of Domestic Solid Waste, Bulk Refuse, Recyclable Materials and Yard Waste.

2.01 The Contractor shall collect, transport, and dispose of all Domestic Solid Waste from all Residential Units and other Participating Units within the City subject to the terms of this Agreement and the Ordinance.

2.02 The Contractor shall collect and transport Recyclable Materials, Yard Waste and Bulk Refuse from a Participating Unit upon the request of the owner or occupant of the Participating Unit

and shall deliver the same as follows: Recyclable Materials shall be delivered to an appropriate recycling facility; Yard Waste shall be delivered to an appropriate disposal, recycling, or composting facility; and Bulk Refuse shall be delivered to a properly licensed solid waste disposal facility. The Contractor shall be solely responsible to bill and collect its charges for such services from such owners or occupants.

2.03 The Contractor shall enter the Premises of a Participating Unit upon request by the owner or occupant in order to collect Domestic Solid Waste, Bulk Refuse, Recyclable Materials and/or Yard Waste from a designated location ("Rear Yard Service"). The designated location shall be outdoors and readily accessible. Rear Yard Service includes returning empty Refuse, Recyclable Material, and Yard Waste Containers to the designated location. Participating Units shall pay an additional charge for Rear Yard Service.

2.04 The Contractor shall provide the Services in a uniform manner to all Participating Units. If the Contractor requires owners or occupants of Participating Units to enter into a written agreement for any Service provided, Contractor shall do so using a written agreement which comports with this Agreement and the Ordinance and has been approved by the City.

2.05 The Contractor agrees that all Services provided herein, including without limitation collection, transportation, and disposal activities shall be conducted in accordance with applicable Michigan and federal laws and all ordinances, rules, and regulations of the City.

2.06 The Contractor agrees that all Domestic Solid Waste, Yard Waste and Bulk Refuse collected pursuant to this Agreement shall be disposed of only in licensed landfills and in accordance with all applicable Michigan and federal law and regulations and all ordinances, and regulations of the City. The Contractor agrees that all Recyclable Materials shall be prepared for and delivered to a secondary market (which may include a lawfully operating recycling facility) in accordance with all applicable Michigan and federal law and regulations and all ordinances and regulations of the City. The Contractor shall obtain and maintain all licenses, permits or other approvals required by law to perform its Services pursuant to this Agreement.

2.07 The Contractor shall defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any fine, penalty, costs, or other charge (including without limitation, court costs and attorney fees) arising out of or in connection with the Contractor's Services or its failure to comply with all applicable laws, rules, and regulations governing the collection, transportation and delivery of all Domestic Solid Waste and other materials collected pursuant to this Agreement. Upon request of the City, the Contractor shall provide written documentation evidencing proper transportation and disposal of all materials collected by the Contractor pursuant to this Agreement. The Contractor's duties and obligations under this Section shall survive the expiration or termination of this Agreement.

2.08 During the term of this Agreement, unless earlier terminated in accordance with the provisions hereof, the Contractor shall have the exclusive, revocable right to provide the Services to Participating Units in the City.

3.0 Collection Schedule; Publication of Notice.

3.01 Regular collection shall take place each Monday morning no earlier than 7:00 a.m., except in the event of an emergency when so authorized by the City Manager. All collection and route schedules and amendments thereto are subject to the prior written approval of the City Manager.

3.02 Regular collection shall not take place on a holiday. In the event a holiday falls on a Monday, the collection service day that week will be on Tuesday. If the holiday falls on any other day, the collection service day will remain unchanged. For purposes of this Section 3, 'holiday' means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.

3.03 The Contractor shall make no changes to its schedules or operation affecting the City without receiving written approval from the City Manager at least thirty (30) days prior to the implementation of such a change. The Contractor shall assist the City, either financially or in a manner acceptable to the City, with the dissemination of notices to residents of the changes.

3.04 The Contractor shall offer Yard Waste collection service within the City at a minimum of 4 pick-ups per months from April 1 through November 30. If the volume of Yard Waste collected increases enough, as reasonably determined by the City, to warrant additional pickups, the City shall coordinate the date with the Contractor. The Contractor shall monitor and keep record of the number of yard waste containers being collected. This information shall be made available to the City upon request.

4.0 Containers; Method of Collection.

4.01 The Contractor, at its own expense, shall provide Participating Units with the following:

- 1) 32 or 96 gallon solid waste container(s) that are clean, watertight, and insect and vermin proof ("Refuse Containers");
- 2) 96 gallon containers for Yard Waste ("Yard Waste Containers"); and
- 3) Recyclable Materials containers in such quantities as may be requested by the owner or occupant.

The Contractor shall not be required to collect any Domestic Solid Waste if not properly contained in a Refuse Container. The Contractor agrees that a trash bag up to 32 gallons and containing up to 50 pounds of Domestic Solid Waste may be placed in a Refuse Container. Further, Contractor agrees that a 96 gallon Refuse Container may contain up to 250 pounds of Domestic Solid Waste. The Contractor shall not be required to collect any Yard Waste not properly contained in a Yard Waste Container.

4.02 Containers damaged through the negligence or carelessness of the owner or occupant of a Participating Unit shall be replaced by the Contractor and the cost thereof may be charged to the owner or occupant. The Contractor will replace, at its own expense and at no cost to the owner or occupant of a Participating Unit, Containers which are stolen, which have been damaged by the Contractor's vehicles or which become damaged or unusable through normal wear and tear.

5.0 Further Obligations of the Contractor.

5.01 The Contractor shall provide safe, clean, compaction type collection trucks displaying Contractor's name. All equipment used by the Contractor shall be maintained in a safe and reasonably clean condition at all times, and operated and in a manner which does not create a nuisance. Collection trucks shall not be parked on City streets except as is reasonably necessary in connection with the provision of Services. Collection trucks of an appropriate size shall be used to provide Services on streets that are narrower than typical city streets, including but not limited to Vine Street, Lakeview Drive and Shorewood Drive.

5.02 All facilities, vehicles, and equipment used by Contractor shall meet all federal and state of Michigan requirements for safety and sanitation. The Contractor shall maintain an adequate number of vehicles and employees to provide the Services.

5.03 The Contractor shall comply with all Michigan and federal laws, regulations and executive orders relating to hiring, hours of work, manner of pay, workers' compensation and unemployment benefits.

5.04 The Contractor shall hire and pay its employees as employees of the Contractor. Persons hired by the Contractor shall not be deemed to be employees of or otherwise in any joint venture or other relationship with the City.

5.05 The Contractor shall be responsible for, and the City shall bear no responsibility for, the assessment, billing, processing, and the collection of all charges imposed by the Contractor upon Participating Units. The Contractor may use only lawful means of collecting or attempting to collect delinquent charges owed by the owner or occupant of a Participating Unit. If the Contractor suspends Services to a Participating Unit as a result of nonpayment of charges due to the Contractor, the Contractor shall notify the City Manager seven (7) days prior to the suspension of service and shall provide written justification for the suspension of service.

6.0 Service Investigation and Complaints.

6.01 The Contractor shall maintain an adequately staffed office and regular office hours for the receipt of service calls, questions and complaints regarding the Services. The Contractor agrees to maintain regular contact with the City for the purpose of receiving and responding to such questions and complaints.

6.02 The Contractor agrees to record all complaints and requests for investigations received at its designated office or at the City Administrative Offices on a service investigation form

acceptable to the City Manager. The service investigation form shall indicate the date and time the complaint or request for investigation was received, the date and time the Contractor was notified if such complaint or request for investigation was received by the City, the name, address, and telephone number of the complainant, and the nature of the complaint or investigation. The Contractor shall retain two (2) copies of the service investigation form and shall supply one (1) copy to the City Manager or his or her designee. The Contractor agrees to provide service investigation forms at its own expense.

6.03 Upon receipt of a complaint or request for investigation, Contractor agrees to promptly investigate the incident and take such corrective action as is necessary to comply with its obligations under this Agreement, and all ordinances, rules, and regulations of the City. When the Contractor is at fault due to its negligence or carelessness, and the Contractor receives notice of the complaint by 3:00 p.m., corrective action shall be taken within twenty-four (24) hours after the Contractor is notified of the incident. If the Contractor receives notice of the complaint after 3:00 p.m., corrective action shall be taken within forty-eight (48) hours after the Contractor is notified of the incident. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Contractor, the decision of the City Manager shall be binding on the Contractor.

6.04 Upon completion of its investigation and the taking of corrective action as required by this Section, the Contractor agrees to record the nature of the corrective action taken and the date and time of such action on the remaining two (2) copies of the service investigation form in its possession. The Contractor shall retain one (1) copy of the completed service investigation form and deliver the remaining one (1) copy to the City Manager or his or her designee.

#### 7.0 Obligations of the City.

7.01 The City shall provide to the Contractor a list of Residential Units within the City.

7.02 The City shall notify Participating Units, except for Participating Units receiving Rear Yard Service, to place Refuse Containers, Recyclable Material containers, Bulk Refuse and other items to be collected by Contractor at the front of the curb line of the Participating Unit in plain view of the roadways.

#### 8.0 Compensation.

8.01 The Contractor shall directly bill each Participating Unit for the collection of Domestic Solid Waste, Rear Yard Service and Yard Waste in the amounts set forth in the rate sheet incorporated herein and attached as Exhibit A. The Contractor shall not charge Participating Units for the collection and disposal of Recyclable Materials.

8.02 The Contractor shall be entitled to compensation for collecting Bulk Refuse in such amounts as it typically charges, as agreed by the Participating Unit.

8.03 Participating Units shall be offered various payment options for Services, including

payment by credit or debit cards.

8.04 The compensation set forth in this Section 8 shall be the only compensation paid to the Contractor for Services performed under this Agreement.

9.0 Hold Harmless; Insurance; Letter of Credit.

9.01 The Contractor agrees to defend, indemnify, and hold harmless the City, and its departments, public officials and officers, agents, and employees from and against any and all loss, expense, damage, charge, claim, liability, demand and cost (including without limitation, court costs and attorney fees) for injury to or death of persons, or injury to or destruction of property suffered or alleged to have been suffered, arising out of or in connection with the Agreement or any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the work provided in this Agreement or to the Participating Units. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

9.02 Except for hazardous or toxic substances necessary for the operation of vehicles and office equipment used by the Contractor in the ordinary course of business, the Contractor shall not cause or permit any hazardous or toxic substances to be released, stored, produced, emitted, disposed of or used in connection with the Agreement or any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the Services provided per this Agreement or to the Participating Units. As used in this section, the term "hazardous or toxic substance or material" shall include, but not be limited to, any material or substance which is deemed a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USCA §9661 et seq. as amended, or pursuant to the Michigan Natural Resources and Environmental Protection Act, MCLA 324.101, et seq. as amended, and rules and regulations promulgated under either Act. The Contractor shall hold the City harmless from, indemnify it for, and defend it against any and all cost, claims, losses, liability, damages, administrative and criminal proceedings, or other actions as a result of the Contractor's breach of such condition; provided, however, that in no event shall the Contractor have any liability to the City, under this Section or otherwise, solely as a result of the unlawful act or omission of the owner or occupant of a Participating Unit. The Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

9.03 The Contractor shall secure and maintain, for the duration of the term of this Agreement, workers' compensation insurance, environmental liability insurance, and general liability insurance for bodily injury and property damage in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury, and not less than \$500,000 per occurrence for property damage. Any policy maintained to satisfy this requirement shall be placed with insurance carriers fully licensed and authorized to do business in the state of Michigan. The City, its departments, public officials and officers, employees, and agents shall be additional named insureds on all such policies of insurance. The Contractor shall deliver said policies or certificates of insurance to the City.

9.04 In order to secure the faithful performance of this Agreement by the Contractor, no

later than the effective date of this Agreement the Contractor shall deliver to the City an irrevocable and unconditional letter of credit acceptable to the City naming the City as payee in the amount of \$10,000.

10.0 Nonperformance.

10.01 In the event that the Contractor shall fail, neglect, or refuse to perform any or all of its duties, obligations, or responsibilities under this Agreement, the City may, after five (5) days written notice to the Contractor, perform such duties, obligations, or agreements, or have such duties, obligations, or agreements performed and charge all costs thereof to the Contractor, and the Contractor shall pay all of said costs to the City. The City may also draw on the letter of credit provided under Section 9.04 of this Agreement to defray such costs. If such failure, neglect, or refusal continues for 30 days after such written notice, the City shall exercise its right of termination under Section 11.01 of this Agreement, and pursue any and all legal remedies to which it may be entitled.

11.0 Right of Termination; Notice.

11.01 The City and Contractor shall have the right to terminate this Agreement in the event of a material breach by the other party of any of the covenants, terms, or conditions of this Agreement and such material breach or nonperformance continues for a period of 30 days after written notice of such material breach or nonperformance is provided to the other party.

11.02 The City shall have the right to immediately terminate this Agreement in the event that the Contractor ceases operation of its business by reason of insolvency, bankruptcy, or similar proceeding, whether voluntary or involuntary, or for any other reason.

11.03 The City shall have the right to immediately terminate this Agreement in the event Contractor fails to obtain or maintain any licenses, permits or other approvals required to provide the Services or fulfill its obligations under this Agreement.

11.04 The City shall have the right to immediately terminate this Agreement in the event Contractor is in default to the City.

11.05 In the event of a termination under Section 11.01, 11.02, 11.03 or 11.04 by the City, the Contractor shall be liable to the City for any damages the City sustains by virtue of Contractor's breach of this Agreement and any reasonable costs the City might incur in enforcing or attempting to enforce this Agreement, or in finding alternative methods for carrying out the purposes and covenants of this Agreement including reasonable attorney fees. It is expressly understood that Contractor shall remain liable to the City for any damages the City may sustain in excess of any set-off. The City reserves the right to collect such damages, recover attorney fees and pursue specific performance regarding the administration of this Agreement. The City acknowledges its obligation, in the event of a termination of this Agreement, to mitigate its damages by engaging a different contractor to render the Services as soon as reasonably practicable after the date of termination.

11.06 In addition to any other remedies available under this Agreement or at law or equity, the prevailing party in any lawsuit between the City and the Contractor to enforce any provision of this Agreement may recover its actual reasonable costs, including without limitation, attorneys fees and other legal expenses incurred to investigate, bring, maintain, or defend any action from its first accrual or first notice thereof through any and all appellate and collection proceedings. To the extent not otherwise prohibited by law, the parties agree that the jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be exclusively in the state courts in Allegan County, Michigan.

11.07 In the event of a termination of the Agreement, Contractor agrees to use its best efforts to transition the Services to a new contractor in order for Participating Units receive continuous and uninterrupted service.

12.0 Assignment. The Contractor shall neither assign nor subcontract this Agreement or any part thereof, to any person, firm, or organization unless said assignment or subcontract is first approved in writing by the City. The Contractor agrees that such written approval may be granted or withheld in the sole discretion of the City. Any attempt to assign this Agreement without prior approval shall render the Agreement null and void.

13.0 The Term of Agreement.

13.01 The term of this Agreement shall be from October 1, 2008 through September 30, 2013.

14.0 Miscellaneous Provisions.

14.01 The terms of this Agreement may be modified, changed, or altered upon the mutual written agreement of the Contractor and the City. No such amendment shall be effective or binding unless it expressly makes reference to this Agreement, is in writing, and is signed by the Contractor and duly authorized representatives of the City.

14.02 Neither the City nor the Contractor shall be considered or construed as the agent of the other, nor shall either party have the right to bind the other in any manner whatsoever, and this Agreement shall not be construed as a contract of agency.

14.03 This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.

14.04 If any paragraph, section, clause, or provision of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the validity or unenforceability of such paragraph, section, clause, or provision shall not affect the validity of any and all remaining paragraphs, sections, clauses, or provisions.

14.05 All notices, approvals, consents, requests, demands, or formal actions hereunder shall be in writing and mailed or delivered to the following addresses:

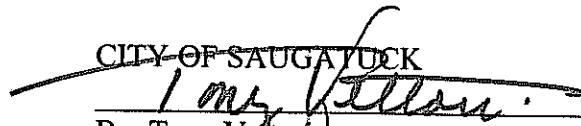
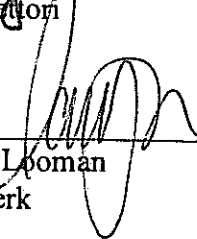
To the City:  
City of Saugatuck  
102 Butler Street  
P.O. Box 86  
Saugatuck, Michigan 49453  
Attn: Kirk Harrier

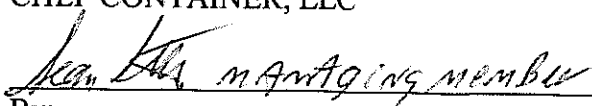
To the Contractor:  
Chef Container, LLC  
\_\_\_\_\_  
\_\_\_\_\_, Michigan 49\_\_\_\_  
Attn: \_\_\_\_\_

The City or the Contractor may by written notice to the other, designate any additional or different addresses to which subsequent notices, approvals, consents, requests, demands, or formal actions shall be sent.

14.05 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior conflicting oral or written representations, understandings, or agreements relating to the subject matter hereof. As a condition of entering into this Agreement, the City has relied upon all representations or warranties made by the Contractor in the course of the bidding procedure, the Agreement documents, or the discussions and negotiations between the Contractor and the City prior to the effective date of this Agreement, unless specifically superseded by this Agreement. However, this Agreement shall control with respect to any conflict between it and the representations or warranties of the Contractor. The Contractor acknowledges that the terms of this Agreement supersede any and all prior representations or warranties of the City, and that the City is not bound by any terms not contained herein.

14.06 Any failure to enforce any provision of this Agreement or waiver by the City of any breach by the Contractor of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement or any subsequent breach by the Contractor of any provision of this Agreement.

CITY OF SAUGATUCK  
  
\_\_\_\_\_  
By: Tony Vettori  
Its: Mayor  
  
\_\_\_\_\_  
By: Monica Looman  
Its: City Clerk

CHEF CONTAINER, LLC  
  
\_\_\_\_\_  
By:  
Its: MANAGING MEMBER

**Rates for City of Saugatuck Collection and Disposal of  
Rubbish/Refuse/Garbage and Collection and Recycling of  
Recyclable Materials**

**2008-2013**

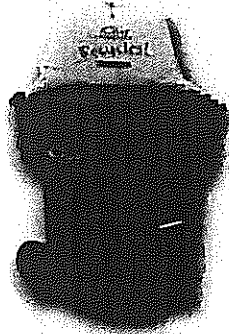
**Monthly Service Rate per Residential Customer For 12 Months**

*There is a discounted annual rate for residents that pay for refuse service a year in advance*

Pickup Frequency	Year 1	Year 2	Year 3	Year 4	Year 5
	2008 - 2009	2009 - 2010	2010 - 2011	2011-2012	2012-2013
32 GAL WEEKLY (curbside)	\$ 9.65	\$ 9.89	\$ 10.14	\$ 10.39	\$ 10.65
96 GAL WEEKLY (curbside)	\$ 10.77	\$ 11.04	\$ 11.32	\$ 11.60	\$ 11.89
REAR YARD P/UP (additional cost)	\$ 7.50	\$ 7.69	\$ 7.88	\$ 8.08	\$ 8.28
YARD WASTE (April thru November)	\$ 110.00	\$ 112.75	\$ 115.57	\$ 118.46	\$ 121.42

**NOTE:** Prices are based on current fuels costs ranging from \$4.50-\$5.00 per gallon for diesel.

**Services billed direct to residents**



\*\*\* Seasonal trash service is available for a minimum period of six months. Seasonal service must be paid in advance.

A simple cost effective solution to recycling and refuse management.