CONTRACT FOR
WASTE COLLECTION AND DISPOSAL

THIS CONTRACT is made effective November 11, 2024, by and between the **City of the Saugatuck, MI,** a Michigan Municipal Corporation, of 102 Butler St., Saugatuck, Michigan 49453 (hereinafter "City"), and **Allied Waste Services Inc.,** DBA Republic Services of Jenison, of 2471 Wilshere Dr, Jenison, Michigan, 49428 (hereinafter "Contractor") (together, the "Parties").

CONTRACT

ARTICLE I
REFUSE COLLECTION

A. Residential Refuse and Recyclables Collection

1. Contractor is hereby granted the exclusive right, and hereby accepts the obligation, to collect and dispose of all Refuse and Recyclables, from each residence located within the City, with the exceptions hereinafter set forth (hereinafter, collectively, "Customers"). It is understood that City cannot mandate that any residence utilize Refuse collection services as provided for herein. During the term hereof, City shall not authorize any other person or entity to perform the services to be performed by Contractor hereunder and shall take such action as may reasonably be required to prohibit any other person or entity from providing such services during the term hereof. Contractor shall collect all Refuse from all Customers no less often than once per week and Recyclables from all Customers no less often than once every two weeks, the specific days and routes to be as City and Contractor may agree. See Bulk items list for approved items and volume.

2. Obligations of each residential Customer is to place all refuse in Refuse Carts and Recyclables in Recyclables Carts, and the timing of placement of all carts at the curbside for pickup by Contractor. Specific service is refuse cart content only and recyclables cart content only. Extra carts can be rented by resident as outlined in Rate Sheet Addendum A.

3. Yard waste will be provided upon request from any resident that has trash and recycle service. Yard waste service is provided one time per week from April 1 thru the month of November. Storm damage pickup is not part of this service.

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1. DEFINITIONS:

A. Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

B. Excluded Waste. Excluded Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste. Hazardous Waste cannot be placed into the weekly curbside solid waste or recycle bins.

C. Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

D. Recyclable Material. Recyclable Material consists of any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

E. Solid Waste. Solid Waste is any nonhazardous solid waste generated at Customer Locations that is not excluded by the provisions of this Contract. Solid Waste shall not include any Excluded Waste.

F. Waste Material. Waste Material is all Solid Waste and, if designated in this Contract, Recyclable Material that are not excluded by this Contract. Waste Material does not include any Excluded Waste.

G. Yard Waste. Grass, leaves, flowers, stalks, pine needle and small tree clippings (less than 2 feet in length and 2 inches in diameter. Storm damage is not part of this service.

H. Bulk Items. Stoves, refrigerators (with all CFC and other refrigerants removed and tagged by licensed professional), water tanks, furniture and other household items **can be scheduled for pickup by resident by calling into Republic Service, scheduling and paying for pickup a minimum of 3 days ahead of scheduled trash day.**

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I. Rear Yard Pickup. Consists of Contractors employee picking cart up at designated area and returning to designated area using the following guidelines: Container must be in an open area, and in view from the road. Driveway cannot be more than 150 feet long or have an excessive incline or decline. Driveway must be cleared of all snow and ice, or debris on day of service or it will not be serviced, and resident will be required to wait until next service day.

ARTICLE II
RECYCLABLE COLLECTION

A. Residential Recyclable Schedule

The Contractor shall provide every other week curbside recyclable collection for all properly prepared Recyclables, subject to the Collection Schedule set forth in Article III.A. All items to be collected must be placed in recycling carts and placed curbside for pick up.

B. Residential Recyclable Material

Contractor shall collect (at a minimum) the following materials: newspapers, magazines, corrugated cardboard, junk mail, paperboard, clear glass bottles and jars, aluminum and steel cans, household plastics #1 thru #7 (with exceptions); and any other material deemed recyclable and mutually acceptable by the City and Contractor.

ARTICLE III GENERAL CONDITIONS

A. General Conditions

1. Collection Schedule — All refuse shall be collected on Monday each week and recycling collected every other week with collections of refuse, subject to the Interrupted Collection Schedule in Article III.A.2. Collection of refuse and recyclables shall commence no earlier than 7 a.m. All collection and route schedules and amendments thereto are subject to the prior written approval of the City Manager. City/residents shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional services required by failure to provide access.

2. Interrupted Collection Schedule — No collections will be made on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Where the holiday falls on the regular collection day, all Refuse, Recyclables, and Yard Waste will be collected one day later, unless the City Manager and Contractor approve other arrangements. Service may also be interrupted/delayed due to acts of God (weather, etc.).

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3. Private Drives — Residents may solicit Contractor to provide service on private drives provided that a waiver of liability has been signed releasing Contractor and City of any responsibility for damage. Residents can bring carts to a centrally approved site with no waiver needed.

4. Contractor Furnished Bins, Containers, and Equipment - All bins, containers and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. Residents shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). Residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. In the event Contractor breaches this Contract by failing to collect or abandons its bins, containers, and carts, the City shall be granted a license to collect Refuse and Recyclables from Contractor's bins, containers and carts and Contractor disclaims title to any Refuse or Recyclables it fails to collect.

5. Complaints: All complaints made directly to the Contractor shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate; and if such allegations are verified, shall arrange for the collection of the uncollected refuse immediately, but no more than 48 hours after the complaint is received (weekends excluded). The Contractor shall furnish a toll-free number for the use of residents served under the contract. In the event of a billing dispute, Contractor shall respond fully to customer within one week of receiving complaint. Upon request from the City Manager, Contractor shall furnish a report of missed pickups, and other complaints related to service items.

B. Rates

1. Monthly Charge — The Contractor will bill the residents the following rates per month for Refuse and Recyclable service, (the "Monthly Charge"), in advance, by the 15th of the month. The Monthly Charge includes all costs associated with collections, disposal and processing of Refuse and Recyclables picked up: Current house counts for each service are:

****SEE Addendum A – Rate Sheet for pricing**

2. Fuel Recovery Fee — A Fuel Recovery Fee shall be assessed after year 1 and applied on a per residence/month basis, in addition to the Monthly Charge. The Base Price for diesel fuel shall be set at $4.50/gallon. Price will be based on the DOE Index for Highway Diesel – Midwest Index of fuel rise above the "base price," a surcharge of $0.04/residence/month shall be applied for every $0.10/gallon increment of increase in Contractor's cost of fuel above the Base Price. No adjustments made for pricing below the $4.50 per gallon.

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3. Pass Through — The Monthly Charge may also be increased, upon thirty (30) days written notice provided to the City and Residents, due to future increases in Federal, State or local taxes (excluding income taxes and property taxes), and any charges, surcharges, and fees imposed by governmental authorities on Contractor's collection services, processing facility for recycling or disposal site, and due to laws, rules, regulations and ordinances which are passed after the date hereof, or based on the interpretation or enforcement of which has changed after the date hereof which have the effect of increasing the collection services, processing facility or the disposal site's direct costs. Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.

4. Carts: Contractor shall provide one 95/96-gallon cart to each Customer for Refuse, and a separate cart 95/96-gallon cart for recyclables. Additional Refuse and Recyclables carts will be made available upon request at a rate of $8.50 per month per cart to be billed annually to resident. All carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear do not include the cleaning of said Carts; this is the responsibility of the resident. Should a Cart be damaged due to the negligence of the Resident, a replacement charge of $75.00 will be remitted as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor. Residents requesting cart deliveries, exchanges or removals will be billed at a one-time charge of $10 per cart.

5. In the event that one or more material elements of cost to provide Service under this Contract experiences a year over year (YoY) change greater than 15%, Company may increase the Annual Rate Adjustment above the fixed rate by an additional amount equal to the additional cost increase. A material element of cost shall be defined as a category of cost making up 5% or more of the annual costs to provide the Services. Such increases must be discussed and approved by City.

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ARTICLE IV
PROHIBITED/EXCLUDED WASTE COLLECTIONS

A. Contractor shall not collect and dispose of the following items: whole tires, cement blocks, shingles, broken glass, liquids, antifreeze, oil, all tires, carbonated beverage containers; paint cans, large amounts of construction materials; items deemed dangerous to the Contractor's personnel, or equipment such as gasoline, hot ashes and any items too heavy to be lifted by two average people, or additional items mutually agreed upon by the Contractor and the City. Also excluded shall be hazardous materials, wastes, or substances; toxic substances, wastes or pollutants; contaminates; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Hazardous, Prohibited /Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws").

B. If Hazardous, Prohibited and/or Excluded Waste are discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact City and City shall undertake appropriate action to ensure that such Hazardous, Prohibited and/or Excluded Waste is removed and properly disposed of by the depositor or generator of the Hazardous, Prohibited and/or Excluded Waste. In the event any Hazardous, Prohibited or Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its discretion, remove, transport and dispose of such Hazardous, Prohibited and/or Excluded at a location authorized to accept such Hazardous, Prohibited and/or Excluded Waste in accordance with all applicable laws and charge the depositor or generator such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Hazardous, Prohibited and/or Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Hazardous, Prohibited and/or Excluded Waste and to collect the costs incurred by Contractor in connection with such Hazardous, Prohibited and/or Excluded Waste. Subject to City providing all such reasonable assistance to Contractor, Contractor releases City from any liability for any such costs incurred by Contractor in connection with such Hazardous, Prohibited and/or Excluded Waste, except to the extent that such Hazardous, Prohibited and/or Excluded Waste is determined to be attributed to the City.

C. **Title.** Contractor shall acquire title to Refuse and Recyclables when they are loaded into Contractor's truck, or, if Contractor is providing disposal Services only and not collection services, when they are delivered to Contractors premises. Title to and liability for any Hazardous, Prohibited/Excluded Waste shall remain with the generator thereof and shall at no time pass to Contractor.

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ARTICLE V BILLING PROCEDURES

Contractor shall bill residents for collection services rendered in advance, within fifteen (15) days prior to the beginning of each month, and the Resident shall pay Contractor within thirty (30) days of receipt of said invoice. All unpaid invoices shall carry interest at the rate of 1.5% per month or, if lower, the maximum rate permitted by Applicable Law, until the balance is paid in full. Such billing and payment shall be based on the rates set forth herein, as may be adjusted in accordance herewith.

ARTICLE VI TERM AND TERMINATION

A. This Contract is for a period of four (4) years commencing January 1, 2025, and ending December 31, 2028. This contract may be extended for additional periods upon mutual written agreement of both parties.

B. Termination — In the event there should occur a material breach or material default in the performance of any covenant or obligation of the City or Contractor which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Contract upon written notice to the other party. In the event of a breach, event of default, or termination of this Contract, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Contract. In the event of termination of this Contract for any reason, residents shall pay Contractor for all services rendered through the date of termination. Contractor shall collect its equipment, and Contractor shall have no further obligation to perform and Service under this Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Contractor will indemnify and hold harmless City from any and all liability and claims to the extent caused by Contractor's negligence or willful misconduct in the performance of this services under this Contract. Further, Contractor shall procure and maintain during the life of this contract the following insurance coverage:

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1. WORKER'S COMPENSATION INSURANCE, including employer's liability to cover employee injuries or disease compensated under the Worker's Compensation Statutes of the State of Michigan.

2. COMMERCIAL GENERAL LIABILITY INSURANCE, to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, and including the following exposures:

a. Bodily injury, or death - $1,000,000 per person - $1,000,000 per occurrence - $1,000,000 property damage, occurrence.

b. All premises and complete operations coverage.

c. Broad form excess/umbrella liability coverage in the amount of $5,000,000.

d. Comprehensive automotive liability: to cover Michigan no-fault liability, residual bodily injury and property damage with coverage limits outlined in Section Article VIII.2.a. above or with a combined single family limit for bodily injury and property damage of $2,000,000 and otherwise complying with the provisions of the Michigan no-fault Act, including coverage for all occurrences arising out of the ownership, maintenance or use of any owned, non-owned or hired motor vehicle.

e. Additional insured: City shall be named as an additional insured on all policies providing coverage as set forth herein, other than workers' compensation via blanket-form endorsement.

f. Notice of cancellation: All policies affording the various coverage required under this Contract, other than workers' compensation, employers' liability and excess/umbrella policies, should be endorsed via blanket form endorsement to provide thirty-day prior written notice to be delivered to the City before any of the coverage afforded by these policies is either materially changed or cancelled. Failure by the Contractor to maintain the coverage set forth above may result in the termination of this contract by the City.

ARTICLE VIII OTHER CONDITIONS

A. Compliance with Local, State and Federal Laws

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The Contractor shall comply with all applicable state, county and municipal regulations and the City shall retain jurisdiction over the health and safety standards of the Contractor's vehicles and their operation. The Contractor will be responsible for maintaining, including proper safety placards, all containers supplied by them.

B. Bankruptcy

If the Contractor should be adjudged bankrupt or make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of their insolvency or if they should persistently or repeatedly refuse to supply enough labor, material or equipment to maintain the established schedules or collections or if they fail to make prompt payment for materials or labor or persistently disregard laws of the State of Michigan and ordinances of the City or otherwise be guilty of substantial violation of any *visions of the contract, then the City may, without prejudice to any other right or remedy, terminate the contract and relet the same.

C. Force Majeure.

1. Except for the payment obligations of the City hereunder, if the City or the Contractor is unable to perform, or is delayed in its performance of, any of its obligations under this Contract by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or the Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean any event or circumstances beyond the reasonable control of the affected party to the extent that they delay the City or the Contractor from performing any of its obligations (other than payment obligations) under this Contract, including the following:

a. Strikes, work stoppages, and other labor unrest; and

b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of the Contractor or City, or any of their agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and

c. Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities. Notwithstanding the foregoing, Residents shall be obligated to pay Contractor only for services performed.

2. In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall give prompt notice to the other party specifying in detail the event of force majeure and shall further be required to use its commercially reasonable efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

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3. The collection or disposal of any increased volume resulting from a flood, hurricane, tornado or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Contract. In the event of increased volume due to Force Majeure event, Contractor and the City shall negotiate the additional payment to be made to contractor. City will grant such variances in routes and schedules as are reasonably required in the event of force majeure and will negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in such event.

D. Entire Contract

This Contract constitutes the entire Contract of the parties with respect to the matters dealt with herein. There are no other terms or promises, whether written or verbal.

E. Severability

If any provision of this Contract is rendered void by acts of any legislature or the courts, this Contract shall be construed as if the offending portion had been omitted.

F. Changes and Modifications

No change or modification of this Contract shall be valid unless the same is in writing and signed by all parties hereto.

G. Choice of Law and Forum

The laws of the State of Michigan shall govern this Contract. Any dispute hereunder shall be determined in any federal or state court with competent jurisdiction in the State of Michigan.

H. Parties Bound, Assignment

This Contract shall be binding upon the City, and Contractor and their respective, successors and assignees. Neither party may assign any or all of their rights and duties hereunder without the advance written consent of the other party, which consent shall not be unreasonably withheld. Also, no consent is required by Contractor for transfers to affiliates and/or in connection with the sale or purchase of a business.

I. Mutual Drafting

This Contract has been drafted by both the City and the Contractor and shall not be construed against either party as the drafter.

IN WITNESS THEREOF, we have hereunto set our hands and seals as of the day and year first above written.

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City of Saugatuck, Michigan

By: _____ Date: 11-13-2024

Holly Anderson, Mayor

By: _____ Date: 11-13-2024

Jamie Wolters, City Clerk

Allied Waste Services, Inc. (DBA: Republic Services of Jenison)

By: Tom Mahoney Date: 11/19/2024

Tom Mahoney, General Manager

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Addendum "A" RATE SHEET

EFFECTIVE JANUARY 1, 2025 - DECEMBER 31, 2028

Monthly Service Rate per Residential Customer for 12 - Months

Service	Pickup Frequency	Year 1 1/1/2025 - 12/31/2025	Year 2 1/1/2026 - 12/31/2026	Year 3 1/1/2027 - 12/31/2027	Year 4 1/1/2028 - 12/31/2028
Trash	96-GAL Cart - Trash (Weekly)	$ 20.50	**Future Increase will be determined by CPI-Index Waster, Sewer, Trash - Rolling 12 month change (July Results) or 4.5% annually which ever is greater.**		
Recycle	96-GAL Cart - (Every Other Week)	Included in Trash Price			
Rear Yard Pickup	Per container / per Month Additional	$ 20.00			
Yard Waste	Yard Waste Service (April thru November)	$ 165.00			
Yard Waste	Rear Yard Pickup	$ 325.00			
Additional Carts Trash/Recycle (each)	Trash/Recycle	$ 8.50			
* Bulk Pickup	Upon Request	$ 34.50			

* See Guidelines for Bulk Items

REPUBLIC SERVICES

Sustainability in Action

BULK PICKUP GUIDELINES

ACCEPTABLE:

- Larger items such as: Furniture, toys, bicycles, appliances*, home fixtures and any other items as long as they are considered non-hazardous.
- Mattresses, have to be wrapped in plastic.
- Small amounts of building materials—door, window cabinet—must be cut down to 4ft. in length and be lifted by one person! NO DEMOLITION/REMODEL STYLE LARGE VOLUMES.
- Appliances that contain Freon, such as: Refrigerators & Air Conditioners. *These items can be accepted if the Freon has been removed and the appliance is "tagged" by a licensed facility that the Freon has been removed.

UNCACCEPTABLE:

- No bags of stuff or small items should be put out. If its small enough to fit in a bag, put it in your garbage toter.
- No bags of kitchen refuse.
- Large plastic drums, concrete, large pieces of metal, yard waste, liquid waste, hazardous waste
- Whole tires and tires on rims
- Non-latex paints and varnishes, motor oil, solvents, any batteries
- Regulated medical waste.
- Large car parts such as: engine blocks, bodies, oversize hoods & doors
- Building demolition: while they will take very small amounts of building material (see above), they will not be able to remove large volumes such as: Garage, Room or House demolition/remodel a construction style dumpster would be your best option in this instance.

- **NO GRASS, LEAVES, BRUSH OR BRANCHES!**