



**CITY COUNCIL WORKSHOP AGENDA
THURSDAY, AUGUST 22, 2019 – 4:00 PM**

1. **CALL TO ORDER**
2. **ATTENDANCE**
3. **PUBLIC COMMENT (Agenda Items Limit 3 minutes)**
4. **DISCUSSION ITEMS**
 - A. Waste Services Agreement
5. **OTHER ITEMS OF DISCUSSION**
6. **PUBLIC COMMENT (Limit 3 minutes)**
7. **COUNCIL COMMENT**
8. **ADJOURN**



City Council Workshop Discussion Item

To: Kirk Harrier
From: Kirk Harrier—City Manager
Date: August 21, 2019
Re: Waster Services Agreement

Republic Services is proposing to extend/renew the "Waste Services Agreement" between the City of Saugatuck and Republic Services. The term would be for 5-years with a rate increase of 3.5% annually. Recycling would be converted to being serviced once for every 4 weeks with every residence that chooses to participate receiving a 95 gallon rollaway cart. Attorney Jeff Sluggett has prepared the attached amendment for Council to discuss.

AMENDMENT TO WASTE SERVICES AGREEMENT

Effective this ___ day of _____, 2019, this Amendment to Waste Services Agreement (“Amendment”) is made by and between the City of Saugatuck (the “City”), a Michigan municipal corporation with offices located at 102 Butler St., Saugatuck, MI 49453 and Allied Waste Services, Inc. (the “Contractor”), a Delaware corporation with offices located at 2471 Wilshire Drive, Jenison MI 49428.

RECITALS

- A. On or about September 22, 2008 the City and Chef Container, LLC entered into a Waste Services Agreement for the exclusive collection, transfer and disposal of certain garbage and trash and recyclable materials from residences and participating units within the City. A copy of the Agreement is attached as Exhibit A (the “Agreement”).
- B. In 2018, with the City’s consent and approval, the Chef Container’s rights and obligations under the Agreement were assigned to and accepted by the Contractor.
- C. The Contractor has requested that the City amend the Agreement to extend the current term and to add other provisions and the City is amenable to the same consistent with the terms and conditions of this Amendment.
- D. It is the intention of the parties that except as expressly set forth in this Amendment, all terms and conditions of the Agreement shall remain binding and in effect.
- E. The City Council has concluded that entering into this Amendment is in the best interest of the City and its residents and that the City wishes to take advantage of favorable pricing offered by the Contractor.

AGREEMENT

Now, therefore, for good and valuable consideration in and referred to herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. Amendment of Section 2.02. Section 2.02 of the Agreement is amended to read in full as follows:

The Contractor shall collect and transport Yard Waste and Bulk Refuse from a Participating Unit upon the request of the owner or occupant of the Participating Unit and shall collect and transport Recyclable Materials one time every four weeks upon request 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. Amendment of Section 4.01. Section 4.01 of the Agreement is amended to read in full as follows:

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

- 1) 32 or 95 gallon solid waste container(s) that are clean, watertight, and insect and vermin proof (Refuse Containers”);
- 2) 95 gallon container for Yard Waste (“Yard Waste Containers”); and,
- 3) 95 gallon container for Recyclable Materials.

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 95 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.

3. Amendment of Section 8.01. Section 8.01 of the Agreement is amended to read in full as follows:

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 attached to this Amendment and marked as Exhibit A-1. The Contractor shall not charge Participating Units for the collection and disposal of Recyclable Materials. Notwithstanding the foregoing, in the event of changes in the costs of processing recyclables at the Kent County Material Recycling Facility (\$70.00 per ton as of June 1, 2019), actual cost increases beyond this amount may be passed thru on the Contractor’s monthly invoice. This processing cost is subject to change with official documentation from the Material Recycling Facility to be secured and provided by the Contractor to the City to validate any increase. Likewise, Contractor must decrease processing costs if they are reduced by the processing facility. Changes will be reflected in the following month’s invoices (example: May increase/decrease reflected in June’s invoice).

4. Addition of Section 8.05. Section 8.05 is added to the Agreement to read in full as follows:

The Rates charged pursuant to the Rate Sheet may, upon thirty (30) days written notice, be increased due to actual additional taxes, charges, surcharges, and/or

fees imposed by governmental authorities on the Contractor, the Collection Service or the Disposal Site following the date hereof, or due to laws, regulations or ordinances which are adopted or changed (including a change in interpretation or enforcement) following the date hereof, which have the actual effect of increasing the provision of the Collection Services or the costs to the Disposal Site, whether prospectively or retroactively, to the Contractor. The term "Rate" as used in the Agreement may include a requested adjustment made pursuant to the immediately preceding sentence. The Contractor shall not be entitled to any increase to the Rate associated with its violations of law, regulations, ordinances, or permit conditions.

5. Addition of Section 11.08. Section 11.08 is added to the Agreement to read in full as follows:

Notwithstanding any provision to the contrary herein, the City shall have the right to terminate the Agreement in its sole discretion upon first providing the Contractor with not less than 90 days' prior written notice.

6. Amendment of Section 13.01. Section 13.01 of the Agreement is amended to read in full as follows:

The term of this Agreement as amended shall be from _____, 2019 until _____, 2024.

7. Remainder of Agreement in Effect. Except as expressly set forth in this Amendment, all original terms and conditions in the Agreement shall remain binding on the parties and in full force and effect.

CITY OF SAUGATUCK

By: _____
Ken Trester, Mayor

By: _____
Monica Nagel, Clerk

ALLIED WASTE SERVICES, INC.

By: _____

Its: _____

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 60th 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

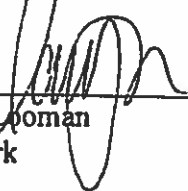
_____, Michigan 49____
Attn: _____

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.

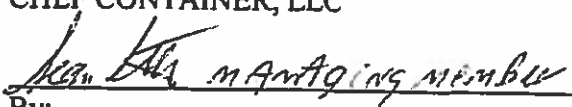
14.05 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior conflicting oral or written representations, understandings, or agreements relating to the subject matter hereof. As a condition of entering into this Agreement, 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 Vellon
Its: Mayor


By: Monica Looman
Its: City-Clerk

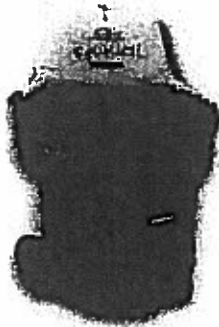
CHEF CONTAINER, LLC


By:
Its: MANAGING MEMBER

Rates for <u>City of Saugatuck</u> 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					
<i>There is a discounted annual rate for residents that pay for refuse service a year in advance</i>					
	Year 1	Year 2	Year 3	Year 4	Year 5
Pickup Frequency	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.