



Lessons Learned: Transforming Municipal Materials Management

July 2025



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY



GRAHAM SUSTAINABILITY
INSTITUTE
CENTER FOR
EMPOWERING COMMUNITIES
UNIVERSITY OF MICHIGAN

Table of Contents

- 1 — Acknowledgments
 - 2 — Project Motivation
 - 3 — How to Use this Document
 - 4 — Recommendations
 - 5 — Implementation Considerations
 - 6 — Appendices
 - 7 — References
-

This material is based upon work supported by the Department of Energy and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) under Award Number EE0008653. The views expressed herein do not necessarily reflect those of the United States Government or any agency thereof. Find this document and more about the CLC Fellowship that supported this project at graham.umich.edu/clcf.

Acknowledgements

Materials prepared by **Ann Wilkinson**

Catalyst Leadership Circle Fellow, 2025 Cohort

anncwilk@umich.edu

This project was prepared in collaboration with **CLCF Mentor Katie Beemer**, City Administrator of Fennville, and **CLCF Technical Advisor Kerrin O'Brien**, Executive Director of the Michigan Recycling Coalition. It was supported by **Sarah Lee, Alex Haddad, and Fatimah Bolhassan** of the Graham Sustainability Institute.

Additionally, this project would not have been possible without the generosity of the many subject matter experts, peer municipal leaders, and dedicated stakeholders who took the time to share their knowledge and professional insights. Thank you!

Logan Applebee - Zero Waste Systems Manager, City of Ferndale

Heather Bausick - Solid Waste and Recycling Coordinator, Allegan County Health Department

Nicole Berg - Sustainability Program Manager, UM Office of Campus Sustainability

Russ Boersma - General Manager, Arrowwaste

Dan Broersma - Sustainability Manager, City of Holland

Jack Brown - Manager of Municipal Services, Republic Services

Mike Csapo - General Manager, RRRASOC

Ryan Cummins - City Manager, City of Saugatuck

Daniel DeFranco - Township Manager, Saugatuck Township

Joel Dye - City Manager, City of Allegan

Theo Eggermont - Public Works Director, Washtenaw County and WRRMA Staff Member

Brandee Ellis - Clerk, Valley Township

Samuel Jacobs - City Clerk & Deputy City Administrator, City of Fennville

Parker Johnson - Assistant City Manager, City of Allegan

Maya Klanderman - Sustainability Specialist, ODC Network

Jenna MacDonald - Regional & Project Manager, Michigan Consulting & Environmental

Jeff Mrcmarik - Environmental Quality Specialist, EGLE

Matthew Naud - Senior Consultant, RRS

Steven Ringelberg - Interim Manager, Laketown Township

John Selmi - Public Works Manager, Canton Township

Dawn Soltysiak - Fennville DDA Member & Business Owner

Josh Tanghe - Assistant City Manager, City of Dexter

Amanda Van Eizenga - Teacher, City of Fennville Public Schools

Kristen Wieland - Senior Consultant, RRS

And, thank you to all of the wonderful people who make up the **2025 CLCF Cohort**.

Project Motivation

The City of Fennville

This project was designed to support the City of Fennville's efforts to enhance its materials management systems in alignment with the city's [sustainability plan](#), and to better meet the needs of the city's residents and businesses. In particular, Fennville was interested in exploring opportunities to increase access to recycling and composting for residents and businesses, as well as streamline the downtown area's curbside collection services.

Materials Management Updates in Michigan

Considering Michigan's broader materials management context, the [state's revised Part 115 law](#) requires each county to replace its current Solid Waste Management Plans with Materials Management Plans that include providing baseline access to recycling to meet state diversion goals. The 2022 law update shifted Michigan from waste management to materials management, fundamentally changing service expectations and requirements. With all 83 counties having filed their Notices of Intent, the 36-month timeline to deliver approved county materials management plans to EGLE has officially begun, creating immediate pressure on local governments to demonstrate compliance.

With this reality in mind, municipalities should proactively consider updates to their trash, recycling, and organics services. Those that act now can avoid the rush of last-minute compliance efforts, secure better contract terms with service providers before demand peaks, and position themselves as regional leaders in the inevitable shift toward comprehensive materials management. Early adopters will also have more time to educate residents, address operational challenges, and potentially collaborate with neighboring communities for cost-effective shared services. Waiting until counties finalize their MMPs will likely lead to higher costs, limited service provider availability, and hurried implementation that could compromise service quality and resident satisfaction during the transition to this new materials-focused approach to waste management.

How to Use this Document

What service does your municipality want to focus on?

Select 'solid waste', 'recycling', or 'organics' below to access recommendations for improving each type of service in your community.

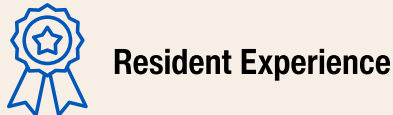
[Solid Waste](#)

[Recycling](#)

[Organics](#)

If you are interested in exploring implementation strategies for a particular recommendation, select one of the 'path to implementation' options highlighted under each proposal to jump to considerations, logistics, and examples.

If your municipality is interested on focusing on a particular goal - **cost savings, resident experience, or sustainability** - please note the inclusion of icons next to each recommendation.




Readers might notice common themes throughout this document, as the project scope was narrowed to Fennville's specific needs and goals. Ultimately, most of the included recommendations can be condensed to four takeaways:

- Offer comprehensive community education, engagement, and support
- Implement data-driven operations
- Provide convenient disposal options with simple processes
- Maximize economies of scale and explore regional partnerships



Recommendations

Solid Waste

 **Develop neighborhood-specific solutions:** Your municipality can improve the experience of residents, tourists, and businesses alike by customizing services to meet the unique needs of different neighborhoods. For example, implementing shared collection services in high-density areas, such as downtown districts, helps beautify neighborhoods that rely heavily on foot traffic. Additionally, collaborating with neighborhood associations to address local issues and provide extra support during community events or seasonal demands can further enhance resident experience.




Paths to Implementation:

- Downtown collection program
- Public engagement

  **Expand solid waste services:** Consider investing in scheduled specialized collection days and/or including bulk items in your municipality's contracted services. Convenient drop-off locations or a materials recovery facility can also make it easier for residents to properly dispose of waste with diversion potential, bulky items, electronics, and hazardous materials.

Paths to Implementation:

- Materials recovery facility
- Single-contractor curbside collection


   **Implement data-driven operations:** Incorporating data collection and analysis into your community's current and future materials management systems will help proactively identify inefficiencies, optimize resource use, and discover opportunities for improvement. Implementing data-driven operations will also enable your municipality to regularly benchmark against similar communities and help your local government set realistic goals.

Solid Waste Continued

(Implement data-driven options continued) Additionally, being able to share data on local performance and environmental impact will help residents see the value of their participation. Explaining what happens to materials after collection builds trust in the system. Regular updates on program improvements will demonstrate that resident feedback leads to positive changes.

Paths to Implementation:


- Data collection
- Public engagement

 **Maximize economies of scale and explore regional partnerships:** Contracting with a single private vendor for curbside collection services can help lower service rates for residents, as vendors are more likely to offer better prices and expanded services if they are guaranteed a larger customer base over a specified period.

Building on this idea, interlocal agreements allow municipalities to secure volume discounts and engage in more competitive bidding. They also facilitate the sharing of resources and expertise. Specific to materials management, this type of formal collaboration enables communities to share best practices and resources for sustainability efforts, while coordinating policies to establish consistent sustainability standards across broader geographic regions.

Paths to Implementation:

- Interlocal agreement
- Single-contractor curbside collection


 **Offer community engagement and education:** Regular surveys and feedback mechanisms show that your municipality values resident input. Sharing performance data about on-time collection rates and service improvements demonstrates accountability. Explaining how resident feedback drives service changes helps build trust and encourages engagement in your community.

Solid Waste Continued



(Offer community engagement and education continued) Comprehensive education programs also help residents understand the environmental impact of their waste choices and promote zero-waste initiatives, encouraging residents to participate in reduction efforts. Providing clear and accessible guidance on bin placement, maintenance, and weather-related issues is an example of how your municipality can help your residents manage daily challenges. Clear policies regarding the handling of bins during vacations, moves, or extreme weather conditions also help reduce confusion.

Paths to Implementation:

- Data collection
- Public engagement & education

 **Reduce your municipality's carbon and pollution footprint:** One key opportunity to lower your municipality's carbon and pollution output is to streamline collection routes by using single-contractor curbside collection. A more efficient system minimizes vehicle miles driven, which cuts down on fuel use, air pollution, and PFAS pollutants from tires.

Path to Implementation: Single-contractor curbside collection


 **Reduce and divert solid waste whenever possible:** Implementing effective recycling and organics programs reduces the volume of waste that needs to be disposed of in your municipality. Establishing municipal composting initiatives, building material recovery facilities, or partnering with regional operations transforms local waste into valuable resources. Additionally, pay-as-you-throw or pay-per-tip programs can provide direct financial incentives for residents to reduce waste.

Paths to Implementation:

- Food scrap composting services
- Materials recovery facility
- Single-contractor curbside collection



Cost Savings



Resident Experience



Sustainability

Recycling



Education: Educating residents on recycling best practices is essential for maximizing the effectiveness and cost-efficiency of municipal recycling programs. When residents understand what materials can be recycled and how to properly prepare them, they significantly reduce contamination that forces entire loads to be sent to landfills instead of processing facilities. Well-informed residents also achieve higher participation and diversion rates, reducing municipal disposal costs while extending landfill lifespan. By investing in comprehensive resident education, municipalities can transform their recycling programs from costly waste management services into efficient resource recovery systems that benefit both the environment and the municipal budget.

Path to Implementation: Education



Implement data-driven operations: Incorporating data collection and analysis into your community's current and future materials management systems will help proactively identify inefficiencies, optimize resource use, and discover opportunities for improvement. Implementing data-driven operations will also enable your municipality to regularly benchmark against similar communities and help your community set realistic goals.

Additionally, being able to share data on local performance and environmental impact will help residents see the value of their participation. Explaining what happens to materials after collection builds trust in the system. Regular updates on program improvements will demonstrate that resident feedback leads to positive changes.

Paths to Implementation:

- Data collection



Maximize economies of scale and explore regional partnerships: As with trash services, contracting with a single private vendor for curbside collection services can help lower service rates for residents, as vendors are more likely to offer better prices and expanded services if they are guaranteed a larger customer base over a specified period.



Cost Savings

Resident Experience

Sustainability

Recycling Continued

(Maximize economies of scale and explore regional partnerships continued) Furthermore, forming an interlocal agreement with nearby communities will streamline the sharing of material recovery facilities with adjacent municipalities, helping to distribute capital costs and achieve economies of scale. An ILA would also support the coordination of consistent standards across larger regions, allowing communities to share best practices and resources for sustainability efforts. Developing regional processing capacity would also decrease transportation impacts and create more resilient supply chains.

This logic also applies to the commercial recycling sector. Without intervention, it can be difficult for individual commercial entities (businesses, restaurants, schools, etc.) to secure robust recycling services if they lack significant influence in their region's materials management market. Downtown businesses could combine their recycling efforts to attract haulers.

Paths to Implementation:

- Combined downtown services
- Interlocal Agreement
- Materials Recovery Facility



Reduce recycling contamination: In addition to an education campaign aimed at reducing contamination, consider implementing contamination monitoring and providing feedback to residents.

Paths to Implementation:

- Education
- Data collection



Cost Savings



Resident Experience



Sustainability

Recycling Continued



Reduce your municipality’s carbon and pollution footprint: One key opportunity to lower your municipality’s carbon and pollution output is to streamline collection routes by using single-contractor curbside collection. A more efficient system minimizes vehicle miles driven, which cuts down on fuel use, air pollution, and PFAS pollutants from tires.

Path to Implementation: Single-contractor curbside collection



Simplify the process: Switching to single-stream recycling eliminates confusion over sorting different materials, making it much easier for residents to participate. Clear, visible bin labels help residents quickly identify what belongs in each bin. Standardized collection schedules and consistent bin colors across your municipality or region reduce mental effort for residents.

Paths to Implementation:

- Interlocal Agreement
- Single-contractor curbside collection



Cost Savings






Resident Experience



Sustainability


Organics

 **Convenient collection or drop-off options:** Providing robust collection schedules or drop-off services that align with seasonal yard work patterns, such as more frequent pickups during fall leaf and spring cleanup seasons, will improve resident experience in your community.   Additional services might include drop-off locations for yard waste and food scraps, on-demand bulk collection for large projects, and extended hours or weekend options during peak seasons when residents are most active in their yards and gardens.

Implementing seasonal collection schedules that match actual generation patterns also reduces unnecessary service during periods of inactivity. Transitioning from bagged to loose collection eliminates the need for bag purchases and decreases contamination. For food scrap composting programs, providing residents with collection containers and regular curbside pickup creates a convenient pathway for diverting organic waste from landfills while supporting local composting infrastructure.

Paths to Implementation:

- Food scrap composting services
- Single-contractor curbside collection

 **Incentivize Participation:** Programs that encourage residents to participate properly will help cut down waste in your community. Offering free or low-cost finished compost to residents provides a clear benefit of their involvement.

Path to Implementation: Food scrap composting services


  **Maximize economies of scale and explore regional partnerships:** Collaborating on drop-off and curbside collection programs with neighboring municipalities can help your municipality maximize economies of scale in vendor and capital procurement. Shared systems also reduce transportation costs associated with sending materials to distant processors.


Organics Continued

(Maximize economies of scale and explore regional partnerships continued) Collaboration, whether through single-contractor systems or interlocal agreements, can assist municipalities in coordinating organic waste policies within their communities and larger regions. This helps establish consistent standards and facilitates sharing best practices and resources for sustainability efforts. Whether a municipality chooses to work with neighboring communities or not, co-composting yard waste with other organic materials, such as food scraps or biosolids, can enhance processing efficiency and lower per-ton costs.

Paths to Implementation:

- Interlocal Agreement
- Food scrap composting services
- Single-contractor curbside collection

 **Offer community education, engagement, and support:** Develop comprehensive programs for residents, schools, and community groups to educate them about the environmental benefits of organics diversion. For your community's municipal compost services, provide clear guidelines on accepted materials, along with visual examples of proper preparation, to better support residents. Your municipality can also host workshops on proper composting techniques, yard waste reduction, seasonal yard maintenance, and create online resources with tips for managing different types of yard waste throughout the year.



Path to Implementation: Public engagement & education



Cost Savings



Resident Experience



Sustainability

Implementation Considerations

Considerations for a Downtown Collection Program

Why create a downtown collection program? A downtown materials collection program for commercial entities can offer significant opportunities for both municipal and economic development. Downtown areas benefit from a clean, attractive environment that welcomes tourists, workers, and shoppers. Consistent, reliable, and aesthetically-minded waste management helps create the kind of spaces that invite foot traffic. From an operational perspective, coordinated waste collection across a downtown district will likely reduce truck traffic, wear and tear on city streets, and result in cost savings for participating businesses – particularly for small businesses that may lack the resources to navigate good waste management contracts individually.

When establishing a downtown collection program, a municipality must consider:

- Initial and continuing funding structures
- Policy considerations and necessary ordinance updates
- Program management
- Educational programming for current and future participating businesses

Below, three Michigan case studies offer unique insights for these considerations. Click on the linked items within each case study to see examples such as fee structures and educational materials.

City of Allegan

Overview: After conducting focus groups, the City of Allegan, in collaboration with its DDA, determined that a shared downtown collection program would help address the city’s issues with trash cans taking up public sidewalk space. Allegan then coordinated with Republic and a local contractor to design and build the shared downtown sites.

Set-Up: Six enclosed sites (enclosed on three sides), some with gates. Five sites have trash and recycling (paper and cardboard only), while the sixth site has trash.

Funding Structure: The city charges all businesses and buildings in the “Zone of Interest” a ready-to-serve fee, regardless of whether they use a shared dumpster, and charges participants a usage fee. Entities on the edge of the zone can opt in. [Businesses and buildings are charged based on their size and entity type.](#)

Downtown Collection Program Continued

City of Allegan Continued

System Management: Allegan’s program is city-controlled and maintained. Allegan currently absorbs and addresses overfill and contamination fees, and contracts with Republic for collection and transportation services. Separately, the city also contract Broken Arrow to serve the downtown pedestrian trash and recycling cans.

Education: Allegan created educational materials for both new and continuing participants. The city also coordinated with Republic to implement its transition to the new program.

- [See Appendix A for examples](#)

City of Dexter

Set-Up: Three enclosed sites with shared dumpsters and multiple recycling carts.

Funding Structure: Dexter coordinates a tiered payment system; businesses are charged based on their type and size. Administrative expenses come out of Dexter’s solid waste fund.

System Management: Dexter’s system is managed by the city’s Department of Public Works and City Manager Office; their responsibilities include addressing overage fee issues, maintaining the enclosures, and managing the contract with WM.

Education: Participating businesses rely on assistance from the City Manager and Assistant City Manager.

City of Ferndale

Set-Up: Four trash compactors (three in alleyways, one in a parking structure - to be moved to a parking lot) and multiple shared recycling dumpsters and carts (dumpsters are cardboard/paper only). Enclosed sites have cameras and access-controlled doors with a punch code system.

Funding Structure: Ferndale’s system is funded by the city’s sanitation budget, which is supported by businesses through a sanitation fee.

System Management: SOCRRA services recycling and Car Trucking services solid waste. Ferndale’s system is managed and monitored by the Downtown Sanitation Officer and the Zero Waste team.

Considerations for Introducing Food Scrap Composting Services

Why offer food scrap composting services? Aside from the benefits related to waste reduction, composting services can significantly increase resident satisfaction, particularly if a municipality can provide services that keep compost locally for residential use. Composting services are often delivered via curbside collection or drop-off programs. The decision between the two depends primarily on population density, budget constraints, and participation goals.

Curbside collection is most effective in densely populated areas with established collection routes, where collectors can capture large volumes of food scraps and achieve economies of scale. Mid to large-sized cities, suburban neighborhoods with regular materials pickup, and communities seeking to maximize participation should prioritize curbside programs. The availability of private compost vendors in the area will impact a municipality's ability to choose between municipally-run and contracted services. **To implement compost curbside collection, see considerations for issuing a request for proposals.**

Drop-off programs are more suitable for smaller municipalities, rural areas, or cities that are testing composting services before implementing them on a larger scale. They can require significantly lower startup costs, need minimal infrastructure beyond collection sites and signage, and allow cities to gauge resident interest without a significant commitment. Drop-off works well in communities with strong environmental awareness, where residents are willing to make the extra effort, or in areas with existing infrastructure, such as farmers' markets, parks, or community centers, that can host collection points. **To implement a drop-off program, consider the included case study for a successful compost pilot program from Canton Township.**

Food Scrap Composting Considerations Continued

A Case Study for a Successful Food Compost Pilot Program: Canton Township

Overview: Following overwhelming public interest in a residential compost drop-off program, Canton launched a residential Food Compost Pilot Program in January 2023. That year, the program successfully collected 166,674 pounds of food waste. In 2024, 180,931 pounds were collected. Approximately 1,200 households are participating in the program's third year.

Implementation Logistics: After receiving approval from the Canton Township Supervisor and Board, Canton's Department of Public Works coordinated with the consulting firm Michigan Consulting and Environmental to conduct interest surveys, design and run the program, identify private composting companies, and manage the program's marketing and education campaigns. My Green Michigan collects the compost from the drop-off sites and takes it to Spurt Industries' composting facilities. Canton's solid waste fund supports the program, as well as annual contracts with Michigan Consulting and Environmental, and My Green Michigan.

Participant Logistics: Residents join the program by signing up as volunteers online. They then receive a 2.5-gallon bucket with a lid, a sticker displaying the list of acceptable food waste, and a welcome email with detailed information on the program. Residents can drop off their scraps at one of the five designated drop-off locations for volunteers to use. After drop-off, residents are required to complete a brief online survey to share the drop-off location they used, the amount they dropped off, and site condition information. For their participation, residents are given back compost that the Township purchases.

Acceptable items to compost include:

Fruits and Vegetables

Dairy Products

Meat and Bones

Bread and Grains

Eggshells

Coffee Filters

Grease

Napkins and Paper Towels

BPI Certified Products

Considerations for Moving to a Single-Contractor Curbside Collection Program

A transition from a free market collection system to a single-contractor hauler system offers several compelling benefits for municipalities. It reduces truck traffic and road wear by eliminating multiple companies servicing the same neighborhoods on different days, resulting in lower infrastructure maintenance costs, improved air quality, and reduced noise pollution. As already seen in Michigan communities, a consolidated system typically results in more competitive pricing through bulk contracting, with the added benefit of better service standardization across all residents. As a result, the municipality can gain better leverage to negotiate favorable contract terms that prioritize environmental sustainability and cost-effectiveness for taxpayers.

To move to a single-hauler contract, your municipality will need to plan for making necessary updates to your ordinance code (see Considerations for Garbage and Refuse Ordinance Updates), issue a Request for Proposals (see below), and develop a comprehensive public engagement plan to inform residents about the transition and ensure a smooth service transfer (see Considerations for Public Engagement, Education, and Data Collection).

Issuing a Single-Contractor Request for Proposals (RFP)

What is an RFP? A Request for Proposals is a formal document that entities use to solicit bids from potential vendors or contractors for a project or service. RFPs often include:

- A detailed scope of requested services, including technical requirements and constraints
- An ideal timeline, important milestones, and budget parameters
- Proposed contract terms and conditions
- Evaluation criteria, bid submission requirements, and selection criteria
- Municipal RFPs also include information on public posting period requirements and formal evaluation committees

Recommended provisions to include in a single-contractor materials management RFP, and recommended bid requirements for a materials management RFP, can be found in Appendix B. Legal counsel should review any RFP draft before moving forward to your municipality's governing body.

Single-Contractor Considerations Continued

Issuing a Single-Contractor RFP

Any proposed RFP will require approval from your municipality's governing body and must comply with your municipality's ordinance code on purchases and contracts. Many municipalities require special considerations for contracts or purchases valued above a specified threshold.

After receiving approval from your municipality's governing body, you will be positioned to move forward with issuing your RFP in accordance with your municipality's contract policies, which may include public notice periods, fair bidding practices, and transparency obligations. Your team should also plan to coordinate one or more pre-proposal meetings after posting and distributing your RFP to respond to vendor questions. Be prepared to add an addendum to the original RFP if needed updates become apparent during the bidding process.

After going through your municipality's contract negotiation and award procedures, you should coordinate with the selected hauler to ensure smooth service transfer, establish monitoring systems to track performance against contract requirements, and create customer service protocols for handling complaints and service issues.

Insights Learned from Qualitative Interviews

- Before issuing an RFP, consider conducting a resident survey to gauge demand and willingness to pay for new services (see [Considerations for Public Engagement & Data Collection](#)).
- Remember that election cycles affect decision-making. Municipal leadership turnover can significantly derail any progress, so stable single-hauler advocates will be invaluable for the process.
- Anticipate at least a 18-month transition period.
- A public bid process increases transparency and shores up community good will .
- In your RFP bid solicitation process, define services levels clearly upfront.
- Waste haulers already operating in your area may push back. Be prepared for marketing campaigns against moving to a new system.

Examples of Single-Contractor RFPS

- [City of Douglas - located on page 112](#)
- [Valley Township](#)
- [Sample language for piggyback clause \(Connecticut Capitol Region Purchasing Council \(CRPC\)\)](#)

Considerations for Forming an Interlocal Agreement (ILA)

What is an ILA? Under MCL 124.501 et seq. (the Urban Cooperation Act of 1967), the Michigan Constitution authorizes public agencies to provide services, share resources, and exercise powers jointly. It also directs how municipalities should go about outlining the purpose, duration, administration, and execution of any joint ventures.

What can an ILA do? An ILA allows local governments to cooperatively exercise any power that each party could legally perform independently, as ultimately, participating agencies retain ultimate authority over the services being provided jointly. For example, through an ILA, municipalities could create a new separate legal entity, facilitate the sharing of personnel or capital assets, or contract for services jointly. Commonly, Michigan's material management ILAs have been used by local governments to form separate legal entities, such as waste authorities (e.g., SOCRRA, RRRASOC), that manage waste services across municipal borders.

Why consider an ILA? Local governments benefit from collaboration when it allows them to “accomplish together [what] is difficult to achieve on an individual basis.” Overall, ILAs allow municipalities to:

- Reduce per-unit costs through economies of scale in service delivery, finance, administration, specialization, and bulk purchasing.
- Reduce duplicate and overlapping services.
- Obtain the service at a lower cost than producing it themselves.
- Seek outside funding to support their collaborative efforts

How to Get Started:

- Interested municipalities should update their ordinance code in anticipation of forming an ILA. To review sample language, please refer to Considerations for Garbage and Refuse Ordinance Updates.

ILA Considerations Continued

- Participating municipalities must receive majority approval from every participating party's governing body after hosting at least one public hearing. Each hearing should cover how the ILA will impact that specific community, financial implications for that municipality, service delivery changes for local residents, and the terms of the proposed agreement.
 - **NOTE:** Although unlikely for the purposes of issuing a joint RFP, the ILA would require additional approvals from the Governor if implementation were to require state funds or if the state or any state agencies were to become members of the ILA.
 - **NOTE:** Residents have the right to petition for a referendum if the proposed ILA is a revenue-sharing or property tax revenue-sharing agreement. Referendums require 8% of registered voters for property tax sharing agreements or 10% of qualified electors for waste surcharge agreements.
- Interested municipalities should engage with legal counsel to draft a contract that includes the following key clauses: purpose, authority, term, duties and rights, terms of payment, termination, renewal, indemnification, dispute resolution, governing law, assignment, severability, amendments, and remedies.

More on Key Clauses:

Purpose and methodology - including clearly defined materials management goals and how the municipalities plan to achieve them

Agreement lifespan - including the duration of the agreement, early termination options, and renewal considerations.

Cost & revenue sharing - splitting expenses based on property values, services provided, or benefits received. They can also share income from taxes, grants, or other sources and decide how to handle any leftover funds when the shared venture concludes.

Other financial arrangements - a description of how the participating municipalities will share costs, allocate any revenue, and make payments, as well as a description of how they will acquire, operate, or dispose of any capital assets

Organization structure - a description of how the municipalities will manage operations and guarantee financial accountability

Dispute resolution - including how participating parties will handle disagreements

- After all local requirements have been satisfied, municipalities will need to file the agreement with county clerks and the Secretary of State.

ILA Considerations Continued

Examples of Interlocal Agreements

- **Single-Vendor Agreement** - Paramedic Ambulance Response Agreement between Fennville Area Municipalities and Life EMS Ambulance
- **Multi-County MMP Agreement** - EGL E Drafted Multi-County MMP Interlocal Agreement
- **Household Hazardous Waste Collaboration Agreement** - North Oakland County Household Hazardous Waste Interlocal Agreement
- **Recycling Agreement** - Interlocal Agreement for Recycling - Emmet County and Redacted County

Considerations for Garbage and Refuse Ordinance Updates

If your municipality would like to update its ordinance code, you have likely already engaged with stakeholders and identified gaps, inconsistencies, or outdated provisions that are hindering effective service delivery or enforcement. A helpful next step is to explore the language used by comparable municipalities that have effective systems. Below, you will find several examples of ordinance language that may match what your municipality needs. Of course, please consult with legal counsel to ensure that any proposed updates align with state and federal regulations and effectively address local needs.

Implementation planning is equally critical for successful ordinance updates. Municipalities should develop clear timelines that allow adequate time for public comment periods, council review, and community education about new requirements. Municipalities should also review how proposed changes might affect current service agreements with haulers or require contract modifications. Consider timing ordinance updates to coincide with contract renewals or service transitions to minimize operational disruptions.

It is also beneficial to establish measurable outcomes and monitoring systems to evaluate the effectiveness of ordinance changes, creating a framework for future adjustments based on real-world performance and community feedback.

Moving to a single-contractor system: If a municipality is interested in moving to a single-contractor system, it will need to add a Grant of Exclusive Contract clause to its garbage and refuse ordinance.

- [City of Saugatuck \(§ 50.08\)](#).
- [City of Dexter \(Sec. 38-51\)](#).
- [City of Douglas \(§ 54.09\)](#).
- [Dexter Township \(Ordinance 44\)](#).
- [Valley Township \(Ordinance 250 Sec. 9.1\)](#).

Preparing to form an interlocal agreement:

- [Valley Township \(Ordinance 250 Sec. 9.2\)](#).

Enacting mandatory recycling:

- [City of Ferndale \(Sec 10-47\)](#).
- [City of Holland \(Sec 27-13\)](#).

Developing a shared downtown collection program:

- [City of Allegan \(§ 12-12-13\)](#).
- City of [Grand Haven \(Sec 17-2d\)](#).

Considerations for a Materials Recovery Facility

2025 CLC Fellow Lillian Wege crafted a Recycling Drop-off Center Operations Manual for Michigan communities that offers a robust overview of this topic. Check it out on the Graham Sustainability Institute's CLCF website [here!](#)

Considerations for Public Engagement, Education, and Data Collection

Why spend resources on public engagement, education, and data collection? Municipal governments derive their authority from citizens, and meaningful engagement ensures that elected officials and staff remain accountable to the communities they serve. When residents participate in decision-making processes, it strengthens the democratic mandate for municipal actions and policies. When municipalities tap into local knowledge and expertise, they can develop more practical and effective solutions while fostering trust and social cohesion within their community. Focus groups, advisory committees, and public workshops are all opportunities for municipalities to gather input on collection schedules, drop-off locations, and service priorities - ensuring programs meet actual rather than assumed community needs. If not yet implemented, your community should consider preparing a public participation plan (see the [SEMCOG Public Participation Plan for Southeast Michigan \(July 2025\)](#) and the [City of Grand Haven Public Participation Plan \(November 2021\)](#) for great examples.

Lessons Learned from Dexter Township - Moving to a Single-Contractor System

- Early on, consider conducting a resident survey to gauge demand and willingness to pay for potential expanded services. Questions could include:
 - Would you take advantage of a “snowbird” clause?
 - Would you be willing to pay an additional fee for quarterly bulk item pickup?
 - What curbside services are you interested in?
 - Who is your current provider, what services do you subscribe to, and how much do they cost?
 - What questions or concerns do you have?
- Ensure residents are heard - depending on initial pushback in your community, plan to host a series of in-person opportunities such as coffee chats and Q&As, and public hearings.
 - A summary of Dexter Township’s public hearing on its single-hauler proposal can be found on page 6 [here](#).
- Consider making your bid process public to boost transparency and community trust.
 - [Dexter Township Single-Hauler Consideration](#)

Considerations for Public Engagement, Education, and Data Collection

Education initiatives are also crucial for any material management system, as resident behavior ultimately determines the success or failure of the program. Educational outreach can effectively increase participation rates, improve proper participant procedures, decrease material contamination rates, making a program more cost-effective, sustainable, and long-lasting. Many communities in Michigan already have excellent refuse and recycling websites that house good information for residents (see the [Oakland County NoHaz Consortium Website](#) and [Emmet County Recycling Website](#) for great examples). Multi media-channel communication strategies that reach diverse demographics through various platforms, including social media, community meetings, door-to-door outreach, and partnerships with local organizations, strengthen the impact and reach of education programs.

More on Education During a System Overhaul:

Plan plan plan! It is essential to plan for comprehensive resident education well in advance of any new program's implementation. This should include developing educational materials in multiple languages if needed, scheduling community presentations, and training customer service staff to answer questions about new requirements. Consider implementing a grace period for initial violations, if applicable, to allow residents time to adjust to new rules. Establish clear communication channels for ongoing questions and feedback, and be prepared to make minor adjustments based on early implementation experiences.

Finally, “you can’t change what you don’t measure.” Data collection is essential for identifying opportunities for improvement in any materials management system and provides managers and operators with the evidence they need to deliver better services. Your municipality could even consider a joint educational and data collection-focused initiative, such as [WWRMA's Feet on the Street cart-tagging recycling campaign](#).

Data collection also contributes to regulatory compliance, strategic planning, and public accountability. From an operational perspective, pilot programming allow municipalities to test new services or collection methods with willing neighborhoods before full-scale implementation. This reduces risk and generates real-world data on effectiveness and costs.

Appendix

Appendix A - City of Allegan Documents

- [Downtown Refuse & Recycling Plan Proposal Presentation](#)
- [Downtown Refuse & Recycling Program Information Sheet for Businesses](#)
- [Sample Invoice for Downtown Refuse & Recycling Program](#)



DOWNTOWN REFUSE & RECYCLING PROGRAM

INTRODUCTION

Beautifying a city can be achieved in many different ways. Planting new flower beds, painting murals, and giving new life to otherwise tired areas of the city can help in the process of rejuvenation.



However, often overlooked is proper waste management. Trash cans and dumpsters are rarely at the forefront of our minds, but they play an important role in keeping our community clean, healthy, and attractive. While seemingly insignificant, they can single handedly form people's impressions of a city.

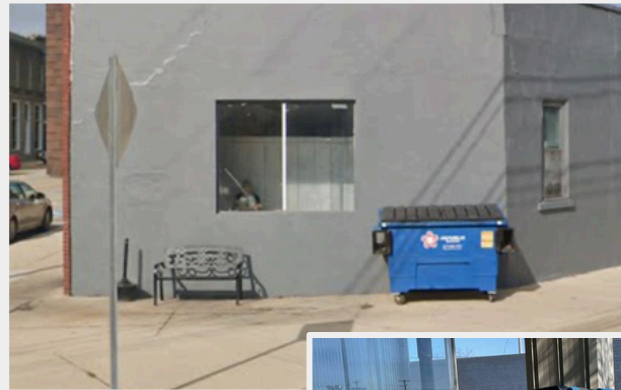
EXISTING CONDITIONS

There are over twenty pedestrian sidewalk cans throughout the downtown area, and seventeen dumpsters -- this includes City owned dumpsters, as well as dumpsters that are privately owned.

The current condition of these pedestrian cans and dumpsters are not at a level that reflects highly of the City of Allegan.

The sidewalk cans are meant for minor, every day scraps of garbage but are too often used as personal garbage cans that residents and businesses throw entire bags of trash into.

Additionally, many privately owned dumpsters are located on public sidewalks, creating unsightly and odorous obstructions.



EXISTING CONDITIONS



In addition to pedestrian sidewalk cans and privately owned and city owned dumpsters, there are a plethora of 96 gallon carts littered throughout Downtown Allegan that create a cluttered environment.

Although necessary, left unchecked and unregulated, trash containers such as these are obstructions and produce unpleasant smells in highly trafficked areas.

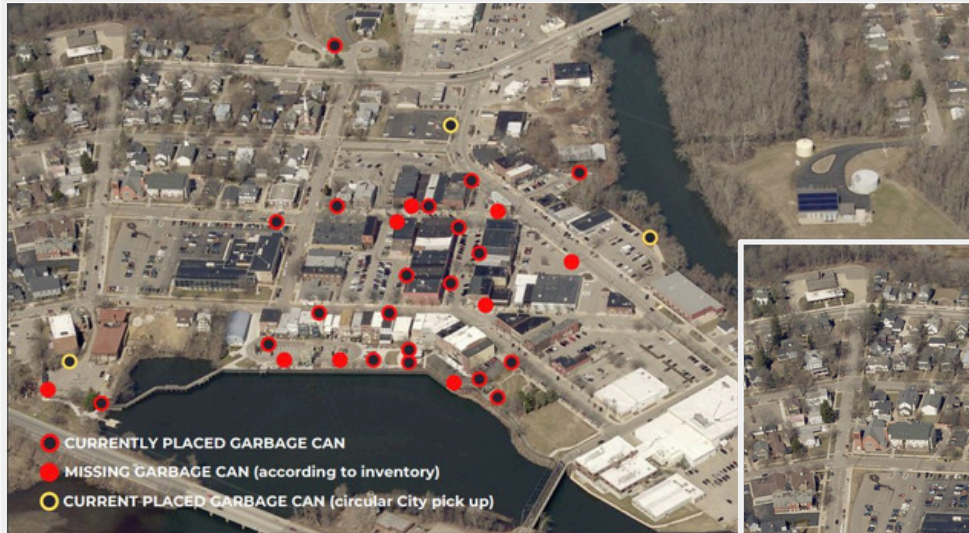
DOWNTOWN REFUSE PROGRAM

The City of Allegan must establish a well-planned downtown refuse program for residents, business-owners, and visitors in order to ensure a habitable and welcoming community.

The Downtown Refuse Program, developed with the Downtown Development Authority, will identify a boundary within the downtown area that will address pedestrian sidewalk cans, shared dumpsters, private dumpsters, and residential trash disposal.



PEDESTRIAN SIDEWALK CANS



The map above shows the current pedestrian sidewalk can placement. This includes cans that are in place and cans that should be in place based on Public Works inventory, but are not.

The map below shows the suggested replacement of pedestrian sidewalk cans, utilizing our full inventory. The standard is one can every 250 feet without having to cross a road.



COMMERCIAL DUMPSTERS



The map above shows the current location of all multiple user and privately owned commercial dumpsters in Downtown Allegan.

The map below pinpoints the proposed placement of multiple user dumpsters on City property in Downtown Allegan.



COMMERCIAL DUMPSTER LOCATIONS

All businesses located within the defined area are encouraged to use the nearest commercial dumpster to dispose of their daily waste.

With increased users for a lesser number of dumpsters, pickups will increase to three times per week to avoid overflow.

All locations will be screened and properly identified as being not for public dumping.



CURRENT DOWNTOWN REFUSE USAGE

Refuse containers owned privately and by the City of Allegan are located throughout the downtown, often on publicly-owned land and without screening. Through gathering input from local business owners, as well as observing practices surrounding these various containers, wide discrepancies in usage rates and improper use by those not contributing to the financial aspect of these containers has been discovered.

Business Type	Monthly Rate	Pick-Up Frequency	Service Provider
Office	\$22 per month	1x per week	Republic
Office	\$53 per month	1x per week	Republic
Restaurant	\$110 per month	1x per week	Republic
Restaurant	\$200 per month	2x per week	Republic
Restaurant	\$205 per month	2x per week	Republic
Retail	\$140 per month	2x per week	Republic
Retail	\$280 per month	1x per week	Republic
Service	\$22 per month	1x per week	Republic
Service & Retail	\$80 per month	2x per week	Republic

The table above provides a snapshot of current commercial garbage rates in the City of Allegan.

PROPOSED DOWNTOWN REFUSE PLAN

The proposed Downtown Refuse Plan would create a standard rate for each property located within the designated area, eliminate privately owned dumpsters located on city property and 06 sidewalks, and create a uniform system of dumpster enclosures throughout the downtown.

The estimated rates in the chart to the right are based on Republic Service rates.

Estimated Downtown Shared Refuse and Recycling Program Costs			
Emptied Two Times Per Week		Emptied Two Times Per Week	
Six (6) Shared - Six Yard Refuse Dumpsters		Number of Parcels	79
Monthly Flat Fee	Annual Flat Fee	Total Cost	\$21,522.00
\$1,119.00	\$13,428.00	Annual Cost per Parcel	\$272.43
		Monthly Cost per Parcel	\$22.70
Five (5) Shared - Six Yard Recyclable (Paper and Cardbord) Dumpsters			
Monthly Flat Fee	Annual Flat Fee		
\$674.50	\$8,094.00		
Total Monthly Flat Fee	Total Annual Fee		
\$1,793.50	\$21,522.00		
Emptied Three Times Per Week		Emptied Three Times Per Week	
Six (6) Shared - Six Yard Refuse Dumpsters		Number of Parcels	79
Monthly Flat Fee	Annual Flat Fee	Total Cost	\$30,999.00
\$1,622.50	\$19,470.00	Annual Cost per Parcel	\$392.39
		Monthly Cost per Parcel	\$32.70
Five (5) Shared - Six Yard Recyclable (Paper and Cardbord) Dumpsters			
Monthly Flat Fee	Annual Flat Fee		
\$960.75	\$11,529.00		
Total Monthly Flat Fee	Total Annual Fee		
\$2,583.25	\$30,999.00		

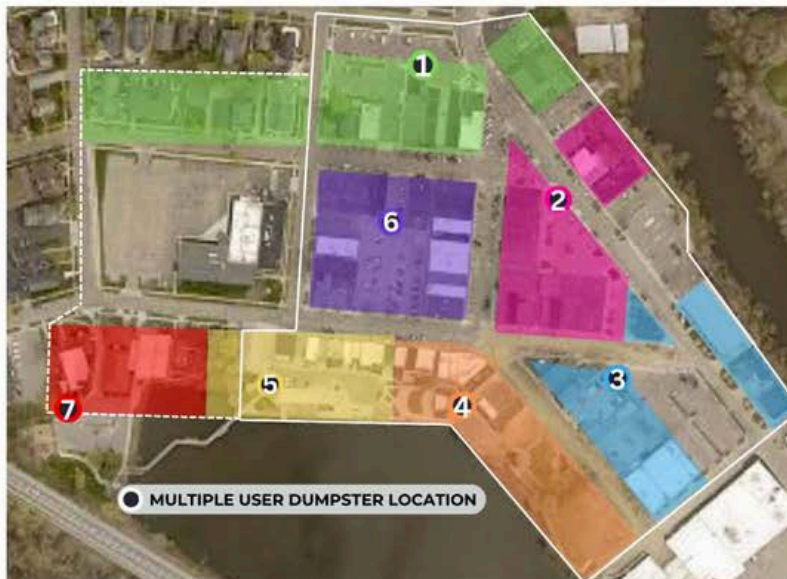


Every business in Downtown Allegan attracts customers and employs workers who produce waste. As such, it is the responsibility of the collective whole to ensure that Downtown Allegan upholds both environmental and personal health for its residents and visitors. Shared services like a refuse program are community benefits; a clean city encourages more frequent consumer purchases, increased investment, and further development.

DOWNTOWN REFUSE & RECYCLING PROGRAM



REFUSE & RECYCLING PROGRAM



OVERVIEW:

- Businesses and residents located within the boundary in the map above are permitted to use the dumpsters.
- Use is generally bounded by the color-coordinated areas in the map above, but not restricted.
- All locations (excluding 5) have one dumpster for trash disposal and one dumpster for paper and cardboard recycling. ONLY paper and cardboard are permitted in these containers. Violators will be notified.
- Refuse and recycling generated outside of the boundary is strictly prohibited.
- Report illegal dumping or maintenance issues to City Hall at the contact information provided.

BILLING AND SERVICE:

The City of Allegan launched a streamlined program to address garbage storage and collection in Downtown Allegan with Republic Services to collect garbage from several dumpster enclosures in the downtown area three times a week and pick up cardboard and paper recycling twice a week. Downtown property owners (including city-owned properties) pay a monthly ready-to-serve fee and a usage fee based on the use of the property to the city to help cover the cost of the garbage and recycling pick up.

CONTACT CITY HALL:

- ☎ 269.673.5511
- 🌐 www.cityofallegan.com
- ✉ pjohnson@cityofallegan.com



REFUSE & RECYCLING PROGRAM

REFUSE (BLACK LID)

- **Dumpsters are emptied every Monday, Wednesday, and Friday** unless a holiday impacts service.
- **All trash must be bagged** and all bags must be tied.
- **All trash must be placed inside of the dumpster** - bags left outside of the dumpster will not be collected.
- **Dumpsters must not be overfilled.** If a dumpster is full, please dispose of your trash at a secondary location as identified on the map on the reverse of this page.
- **Prohibited materials include:**
 - furniture
 - hazardous waste
 - paint/solvents
 - hot coal/ash
 - large amount of remodeling or demolition materials
- *Hazardous waste material may be dropped at the Allegan County Health Department by appointment. Call 269.686.4559.*

PAPER PRODUCT RECYCLING (BLUE LID)

- **Recycling dumpsters are emptied every Tuesday and Thursday** unless a holiday impacts service.
- **Paper and cardboard are the only recyclable materials** permitted in these dumpsters.
- **All cardboard boxes must be broken down and flattened** before disposal.
- **Acceptable materials include:**
 - shredded paper
 - newspaper/magazines
 - mixed paper
 - paperboard
 - clean pizza/food boxes
- **Prohibited materials include:**
 - plastic bags
 - household plastics
 - metal
 - Styrofoam
 - glass
 - electronic waste
 - organic material
 - food waste
 - waxed cardboard
 - dirty pizza boxes





City of Allegan
 Downtown Allegan
 231 Trowbridge Street
 Allegan, MI 49010
 269.773.0011

November 14, 2024

Business

Business Address

Subj: Downtown Allegan Garbage Collection Program Invoice

In January 2024, the City of Allegan launched a streamlined program to address garbage storage and collection in Downtown Allegan. Through this program the city contracts with Republic Services to collect garbage from several dumpster enclosures in the downtown area three times a week and pick up cardboard and paper recycling twice a week. Downtown property owners (including city-owned properties) pay a monthly ready-to-serve fee, and a usage fee based on the use of the property to the city to help cover the cost of the garbage and recycling pick up.

Below is the assessment for your property for the calendar year 2025.

Property Address:	Business Address
Monthly Cost:	\$44.36
Annual Cost:	\$532.35
Annual Cost is the whole year is paid in full (5% Discount): \$505.73	

If you believe an error was made in calculating your assessment, you have until 5:00 PM on Friday, December 13, 2024, to submit an appeal to the City Manager’s Office.

Your first invoice will be sent to you in December of 2024. You will notice an increase in charges in 2025 even if the use of your building has not changed. The City of Allegan’s Republic rate is increasing by 8% in 2025. However, to keep this program affordable for businesses, the city’s rate to you is only increasing by 5% in 2025.

As always, if you have any questions, you may contact the City Manager and/or Downtown Manager.

Sincerely,

Joel Dye, City Manager
 City of Allegan

Parker Johnson, Downtown and Community Services Manager
 City of Allegan

Enclosures:
 2025 Fee Schedule
 Article II of Chapter 12

Appendix B – Single-contractor Considerations Continued

Recommended Provisions for a Single-Contractor RFP

- Background and summary of:
 - Currently available materials management services.
 - Relevant ordinances
 - Specify the scope of services, including but not limited to:
 - Length of contract (typically 3 - 5 years) with desired extension options
 - Collection, hauling, and disposal of domestic solid waste, recyclable materials, organic (yard waste and compostable food scraps), bulk waste, tires, and hazardous waste.
 - Drop-off services for domestic solid waste, recyclable materials, organic (yard waste and compostable food scraps), bulk waste, tires, and hazardous waste.
 - Collection, hauling, and disposal of commercial solid waste, recyclable materials, organic (yard waste and compostable food scraps), and bulk waste.
- Street map and zoning map of the intended service area
- Responsibilities of the contractor, including but not limited to:
 - Service provision for all single-family and two-family dwelling units, residential multi-family condominium units, municipal facilities, and commercial entities (businesses, restaurants, apartment complexes, and schools).
 - **NOTE:** Some municipalities, like the City of Holland, have two contracts, one for residential services and one for commercial services.
 - **NOTE:** Composting is often considered separate from solid waste and recycling services. Consider including a clause that permits the municipality to “contract independently for composting services and/or develop proprietary programs for residential composting.”
 - Provision of containers to residents and replacement of them in the event of contractor-inflicted damage.
 - Disposal of all domestic solid waste, recyclable materials, organic (yard waste and compostable food scraps), bulk waste, tires, and hazardous waste in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE) or the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Appendix B - Single-Contractor Considerations Continued

- Management of inbound material sampling audits and provision of weekly, monthly, and annual reporting on recycling contamination rates, tonnage of materials collected, resident participation rates, and complaint/resolution data. The contractor should also be able to provide the municipality with additional relevant and available data upon request.
- Customer service specifications
- Insurance coverage requirements, including but not limited to:
 - Commercial general liability insurance
 - Auto and site-specific pollution liability insurance
 - Automobile liability insurance
 - Workers' compensation
- Safety plan for emergencies and accidents
- Obtain a business license if required
- Transportation, personnel, and fee specifications
- Exclusivity of contract: To ensure that the vendor or contractor is unable to assign, delegate, or transfer any responsibilities it agreed to under the contract.
- Fuel adjustment details: Typically, contractors can adjust their submitted bid prices annually according to a fuel adjustment factor.
- Piggyback Clause: "Piggybacking" is a procurement method that enables a public entity to use another public entity's existing contract to acquire the same commodities or services specified at the original contracted price. If a municipality wants to issue an individual RFP but is open to other municipalities joining in the future, it should include language that permits other public entities to enter the contract under the same terms. The responding bids must agree to the piggybacking arrangement and include relevant language in the resulting contract.
- Further, participating municipalities should have an interlocal agreement in place before the piggybacking municipality can access the contract

Appendix B - Single-Contractor Considerations Continued

Recommended Bid Requirements for a Single-Contractor RFP:

- Completed bid summary with costs of each requested service, and available payment options
 - **NOTE:** Interested in a pay-per-tip option? Consider the [City of Grand Rapids' model](#).
- Frequency of pick-up and limit as to the number of containers and/or the weight that the resident can use to dispose of items to be collected.
- Explanation of how the contractor would fulfill the requirements of the contract scope, including but not limited to:
 - Methodology used to collect domestic solid waste, recyclable materials, organic (yard waste and compostable food scraps), bulk waste, tires, and hazardous waste.
 - Customer service plan
 - Emergency and weather response plan
 - Statement of the contractor's previous experience, including references
 - Specification of what terms, conditions, or specifications the contractor is unwilling or unable to meet.
 - A list of disposal sites that the vendor would use under the contract, along with copies of disposal site permits and licenses.
 - Recycling specifications for the type of materials accepted, and response to contaminated recycling

Appendix C - Valley Township Documents

- RFP for Refuse and Recyclable Materials Collection and Disposal Service
- Residential Refuse Removal and Recyclable Collection Service License Agreement

**VALLEY TOWNSHIP
ALLEGAN COUNTY, MICHIGAN**

**REQUEST FOR PROPOSAL FOR REFUSE AND RECYCLABLE
MATERIALS COLLECTION AND DISPOSAL SERVICE**

DEADLINE FOR SUBMISSION: 12:00 NOON- NOV. 14, 2019

FOR FURTHER INFORMATION CONTACT:

Valley Township
2054 N. M-40
Allegan, MI 49010
Phone: 269-673-5962
Fax: 269-686-8302
office@valleytwp.org

Michigan State Act PA 517 of 2012, Iran Economic Sanctions Act, requires notification that Iran-linked businesses may not bid on this contract. Successful bidders will be required to provide certification that they are not an Iran-linked business.

Request for Proposal (RFP)for Refuse and Recyclable Materials Collection and Disposal Service

Valley Township is accepting Proposals from qualified companies to compete for the awarding of a contract with the Township for the weekly collection of refuse and recyclable materials with the options for the collection of yard waste and bulk waste. The Township intends to enter into a contract with one company to provide these services for an initial term of three (3) years with an option for the Township to extend the contract for an additional five (5) years. The Township population is approximately 2,018 and is roughly 36 square miles in area, located in Allegan County, Michigan. The Township is governed by a five member Board. All deliberations of the Township are conducted pursuant to the Michigan Open Meetings Act and the Michigan Freedom of Information Act.

The Township's intent and the requirements of this RFP are to provide its citizens with the highest quality of service at the best price and to offer curbside recycling service.

Valley Township is requesting the following services:

1. Refuse Collection and Disposal Services:

- A. *Refuse Cart Collection and Disposal.* This service will form the basic service to be provided under this Proposal and will consist of weekly collection of trash put out for collection in 96-gallon or 65-gallon refuse containers. This RFP does not include residential or commercial dumpster services. The Contractor will be responsible to furnish one or more refuse collection carts for each participating collection point.
- B. Please include options available for hazardous waste removal, yard waste removal, and bulky items, i.e. appliances, furniture.

2. Recycling Program

The Contractor will provide curbside recycling service to all users interested in this service. Such service will provide for the collection of recyclables placed curbside in recycling containers. The Contractor will furnish one recycling container or bag to each user serviced under this Contract. Upon request of any user, Contractor will provide, without additional charge, one additional recycling container.

All collected commingled recyclables will be delivered to and processed at a designated Materials Recovery Facility. The Contractor will be expressly prohibited under the terms of the contract from land-filling Recyclable Materials that have been collected.

3. Multi-Family, Homeowner Associations and Commercial Services

The Contractor will work with the Township to develop services that encourage and enable multi-family residential developments, private residences represented by homeowner associations and commercial properties to participate in the Refuse Collection and Recycling Programs. Multiple refuse carts, additional collection dates or other reasonable accommodations may be negotiated with and authorized by the Township to service these properties or increase opportunities to recycle.

4. Billing and Payment

Fees for cart and bag services will be calculated on a monthly basis. The Contractor will bill users directly and accept payments by credit cards, auto-debit to credit card and check. Bills will be issued at least every three months but no more than once monthly. Discounts for prepayments are encouraged.

Starting or Stopping Service - the Contractor will provide the opportunity for residents to start or stop their refuse service for no additional fee provided that the period of interrupted service is thirty (30) days or more and provided that service to the residence is received for not less than three (3) consecutive months in each calendar year.

Seasonal Service Rate – the Contractor shall define and provide the opportunity for residents to elect a Seasonal Refuse Service Rate designed to meet the needs of part time residents.

5. Submittal Requirements

It is the intention of the Township to award the contract to a Contractor who demonstrates the ability and financial resources to successfully perform the work. All bidders will demonstrate adequate financial resources and expertise to perform the services required by these specifications. Proposals submitted will contain the following:

- Supply a list of all officers, persons or institutions that own ten percent or more.
- Supply detailed inventory of equipment (including age of equipment and whether it is leased) and proposed equipment. Indicate equipment suitable to deliver services on narrow streets.
- Supply the number of full and part time employees.
- Supply your current Michigan municipality customer list including name, number of customers, type of customers, recycling and yard waste programs. Include a contact person and phone number for each municipal customer.

- Supply the price for each of the requested services identified in this Proposal i.e. per home, bag, tag, etc., to be calculated on a monthly basis with the price that would be charged to the customers during the initial three (3) year term of the contract.
- Supply safety and environmental record for the past 5 years.
- Provide evidence of insurance and surety bonding of at least one million dollars.
- Provide any narrative or supplemental information that describes, explains or clarifies your Proposal. If your Proposal deviates from the requested specifications in any material way, it will be to your advantage to clearly identify where and why this has occurred and discuss your rationale. Do not assume we will understand your intent if there is no explanation.
- The submission of a Proposal shall be a representation that the Bidder has carefully investigated all conditions that now or hereafter could affect its ability to perform as offered and that the Bidder is familiar with all relevant laws, ordinances and regulations that may affect its ability to perform. It is the sole responsibility of the Bidder to carefully and independently investigate, calculate, and be responsible for the prices they quote. **If the prices are accepted, they shall be binding upon the Bidder.**

6. **Contract**

Once Valley Township selects a proposal, a formal contract between the Township and Contractor will be negotiated. If negotiations are not successful, the Township may negotiate with another bidder or decline all bids. The Contractor will be contractually obligated to maintain Worker's Compensation Insurance and liability insurance, and to submit a performance bond.

7. **Reservation of Rights**

The Township is not legally required to accept the lowest bid and reserves the right to reject any or all bids, to waive irregularities in bidding, to accept bids which do not conform in every respect to the bidding requirements, to negotiate with any bidder and to award the bid to any contractor the Township deems to offer services that are in the best interest of the Township. Proposals submitted shall be valid for a period of ninety (90) days from the date Proposals are due.

Proposals are due no later than 12: noon. local time on November 14, 2019 at the Valley Township office. Mailing address is:

VALLEY TOWNSHIP
Attn: Waste Hauling Proposal
2054 N. M-40
Allegan, MI 49010

Two copies of the Proposal must be submitted and may be delivered in person or submitted by mail. The Proposal shall be in a sealed envelope and labeled *Proposal for Refuse Collection Services*. All proposals received after this date and time will be rejected from consideration and returned unopened to the bidder. All Proposals that have been timely received will be opened and recorded immediately following the date and time written above.

Every sealed Proposal once received by the Township shall be and remain binding upon the Bidder and may not be withdrawn or revoked by the Bidder until after the award of a contract by the Township, or 45 days, whichever is earlier.

All inquiries related to this RFP may be made to Township TRUSTEE, Tim Batchelor (915) 605-6555. RFP information can also be found on the website www.valleytpw.org.

TOWNSHIP OF VALLEY, MICHIGAN

ALLEGAN COUNTY, MICHIGAN

**RESIDENTIAL REFUSE REMOVAL AND RECYCLABLE COLLECTION
SERVICE LICENSE AGREEMENT**

This Agreement is made the 28 day of May, 2013, to be effective the 1 day of May, 2013, between the **Township of Valley**, a Michigan general law township (the "Township"), and **Chef Container, LLC**, a Michigan limited liability company, having its principal offices located at 4368 60th Street, Holland, Mi 49423 (the "Licensee").

WHEREAS, the Township, pursuant to its Garbage and Refuse Ordinance No. 250, (the "Ordinance"), is authorized pursuant to Sections 8 and 9 of said Ordinance, to grant one exclusive revocable License to allow a waste hauler to enter the Township in order to provide residential refuse removal and recyclable collection services directly to the residents of the Township; and

WHEREAS, pursuant to the Ordinance, the Licensee has submitted documents and information as an application for a License to enter the Township in order to provide such residential refuse removal and recyclable collection service; and

WHEREAS, the Township has afforded all citizens of the Township reasonable opportunity to be heard, and has considered the Licensee's application documents and other representations regarding its general character, financial condition, legal qualifications, and ability to carry out the service duties required under the Ordinance; and

WHEREAS, the Township has determined that it is in the best interests of and consistent with the health, safety, and welfare of the citizens of the Township to grant an exclusive revocable License (the "License") to the Licensee to provide residential refuse removal and recyclable material collection service within the confines of the Township to the Township's residents, according to the terms and conditions in this Agreement; and

WHEREAS, the Licensee has agreed to be bound by the Ordinance and this Agreement;

NOW, THEREFORE, in consideration of the Township granting a License pursuant to this Agreement and the Ordinance, the Licensee agrees to comply with the provisions of the Ordinance and with the following terms.

SECTION 1. DEFINITIONS.

a. Terms defined in the Ordinance shall have the same definitions in this Agreement if used in the same context.

b. For the purposes of this License, the following terms shall be defined as follows.

- i) Disposal. The delivery to a duly licensed and regulated Disposal Site.
- ii) Medical Waste. Those items which are defined as medical waste within Part 138 of the Public Health Code, Act No. 386 of the Public Acts of 1978, being Sections 333.13801 to 333.13831 of the Michigan Compiled Laws, as amended or restated in a successor statute.
- iii) Proposal. The proposal or bid submitted to the Township by the Licensee, whereby the Licensee seeks to provide Residential Refuse Collection services in the Township. In this case, the Licensee's Proposal consists of the Township's Request for Proposal for Curbside Trash, Yard Waste and Recycling, Transporting and Processing Services By a Single Hauler, and the Licensee's response.
- iv) Residential Refuse Collection. The collection and Disposal of Garbage and/or Refuse from Residential Units within the Township.
- v) Yard Clippings. Leaves, grass clippings, fruit, vegetable or other garden debris, shrubbery, brush or tree trimmings (less than four feet in length and two inches in diameter) that can be converted to humus. Yard Clippings do not include stumps, agricultural waste, animal waste, roots, sewage sludge or Garbage.

SECTION 2. GRANT OF LICENSE

a. License. The Licensee is granted an exclusive License to enter into the Township to provide Residential Refuse Collection service and to collect Recyclable Materials consistent with the terms and conditions of this Agreement. The grant of authority for use of the Township's public streets, sidewalks, easements and other rights-of-way is exclusive for Residential Refuse Collection and the collection of Recyclable Materials. However, the Licensee shall respect the rights and property of the Township and other authorized users of the public streets, sidewalks, easements and rights-of-way. Disputes between the Licensee and other parties over the use, pursuant to this Agreement, of the public streets, sidewalks, easements and other rights-of-way shall be submitted to the Township for resolution. This License does not authorize the Licensee to collect, transport or dispose of Hazardous Waste. Consistent with this grant of an exclusive License, the Township shall exercise its police powers to prohibit any other person from providing Residential Refuse Collection services within the Township so long as this Agreement remains in effect.

b. Governing Documents. This Agreement, together with the Ordinance and the Proposal, both of which are incorporated into this Agreement as if set forth herein, shall

govern the operation of Residential Refuse Collection services and the collection of Recyclable Materials in the Township by the Licensee, and shall supersede any and all other rights and authority of the Licensee to provide such services or collection in the Township. To the extent there is a conflict this Agreement shall control over the Proposal, and the Ordinance shall control over this Agreement.

c. Statutory Termination. Pursuant to Article VII, Section 19 of the Michigan Constitution, this License is subject to revocation at will by the Township, subject to and in accordance with the procedures and other terms set forth in the Ordinance.

SECTION 3. SCHEDULE OF FEES

a. Service Fee to Residential Units. The Licensee may assess a service fee upon each Residential Unit for Residential Refuse Collection services in accordance with the Proposal, including the fuel surcharge described in the Proposal. Any additional service fees charged for Bulky Waste, Dead Animals, and Stable Matter shall be determined by the Licensee, subject to review by the Township Board.

b. During the term of this agreement there is established pricing detailed in the attached Appendix A. This price shall be adjusted, based on CPI Index, each year on May 01. Additionally, if the on-highway diesel fuel for the Midwest, according to the USDOE, is to exceed \$4.50 per gallon in any three month period, the Licensee may initiate a fuel surcharge. Detailed in Appendix B.

SECTION 4. PAYMENT OF FEES

a. Residential Units shall be required to pre-pay for Residential Refuse Collection services. The charges for as long as this Agreement remains in effect, up to five years are subject to adjustments because of fuel costs:

b. The Licensee may charge a \$25.00 re-start fee for Residential Units whose Residential Refuse Collection services are interrupted by reason of non-payment or voluntary cancellation by the Residential Unit; provided, however, that no re-start fee may be charged those Residential Units which periodically interrupt their Residential Refuse Collection services for at least 30 days with prior notice to the Licensee of at least 31 days prior to the start of the billing cycle (in which case the bill will be pro-rated).

c. The Licensee shall pre-bill Residential Units on a three-month basis in accordance with the rates of this Agreement. The sole basis of compensation for services provided to Residential Units shall be the payments made by the occupants of Residential Units. No payments will be made by the Township for services rendered to these sites.

d. Occupants of Residential Units who pay for 12 months in advance shall be given one free month of service (i.e., payment for 11 months shall entitle the occupant of a Residential Unit to 12 months of service, subject to any upward or downward adjustment of the fee pursuant to the fuel surcharge described in Section 4.b above).

SECTION 5. TERM

This License shall terminate on Oct. 31, 2016, subject to the Township Board's option at its discretion to extend it for three years (i.e., to Oct. 31, 2019), with rates adjusted to reflect the cumulative change in the Consumer Price Index from the date of this Agreement to Oct. 31, 2016. The Township Board's decision to extend this License shall be made at least 90 days before the otherwise applicable termination date.

If and when this Agreement is terminated, the Licensee shall use its best efforts to transition the Residential Refuse Collection services to a new licensee, so that Residential Units receive uninterrupted service. The Licensee shall also in that event collect all of its material and equipment within the Township and at the Residential Units, including its Containers, within 30 days after the termination date. If the Licensee fails to do so, in addition to any other remedies, the Township may collect the material and equipment, store it and charge the Licensee a reasonable fee to retrieve it. If the Licensee fails to retrieve the equipment, the Licensee shall reimburse the Township for its expenses to collect, store and dispose of the equipment.

SECTION 6. OBLIGATIONS OF THE LICENSEE

a. Equipment. The Licensee shall furnish at its sole expense a sufficient number of trucks and other equipment as is necessary to carry out the services to be provided under this Agreement in a timely and efficient manner including at least one extra vehicle to insure prompt service in the event of equipment failure. Vehicles used by the Licensee shall have a metal-covered body and be constructed so as to fully contain all Refuse or Recyclable Materials collected, as the case may be. All vehicles and equipment shall meet all regulations of all governmental or regulatory bodies, agencies or departments having jurisdiction, including the Michigan Department of Public Health, Michigan Department of State, Michigan Department of Environmental Quality, and the Allegan County Department of Public Health.

The Licensee shall furnish for use by its employees, at its sole expense, reflectorized warning garments consistent with those required by road construction flagmen by the Michigan Department of Transportation standards. "Reflectorized" shall mean fabric containing patchwork or strips which will reflect vehicle headlights. Further, the Licensee shall require all employees or personnel involved with the actual collection, hauling, or removal of Refuse or Recyclable Materials to wear such reflectorized vests while working.

b. Containers or Bags. The Licensee shall make available a Container to each Residential Unit with which the Licensee has a contract for Residential Refuse Collection. A Container may be used only for Garbage and/or Refuse generated by the Residential Unit to which the Container is furnished. As an alternative to a Licensee-provided Container, each Residential Unit may purchase bags from or through the Licensee or the Township (if the Township decides in its discretion to sell the bags). If the bags are

purchased directly from the Licensee or the Township, they will be purchased at the price set forth on the schedule of fees referenced in Section 4.a above. The price of the bags, whether purchased directly through the Licensee or through the Township, shall include all service fees. The bags may be placed in a larger Container or not placed in a Container at all.

All Containers shall be warranted for a period of three years from the date of first use by a Residential Unit to be free of defects. Any Container damaged due to Licensee negligence shall be repaired or replaced by the Licensee. Replacement of any Container deemed by the Township Supervisor or Township designee to have been damaged due to Residential Unit negligence shall be repaired or replaced at the Residential Unit's expense. If the Township cannot make a reasonable determination that the damage was due to Residential Unit negligence, the Licensee shall replace the Container at the expense of the Licensee. The replacement cost shall be \$59.00 for a 96-gallon Container, and \$52.00 for a 32-gallon Container.

c. Collection.

- i) Collection Day. The Licensee shall collect Refuse and Recyclable Material from each Residential Unit on one specific day of the week approved by the Township. The Licensee shall inform each Residential Unit of that approved day of the week. Should a collection day fall on a legal holiday, pickup service may be provided on that holiday or the following day or another day during the week designated by the Licensee and approved by the Township. The Licensee shall publicly inform the Residential Units with which it contracts of the day on which Residential Refuse Collection service will be provided during a week which includes a legal holiday. Such information shall be disseminated at least seven calendar days in advance of the legal holiday by means of an informational flyer delivered to each Residential Unit.
- ii) Collection Times. The Licensee shall not collect Refuse or Recyclable Materials from Residential Units prior to 6 a.m. or after 9 p.m.

d. Recyclable Materials. Every Residential Unit which pays a quarterly service fee and which makes a request to the Licensee will receive from the Licensee, at no additional charge, a supply of yellow recycling bags into which the Residential Unit may only place Recyclable Materials. The Licensee shall replenish a Residential Unit's supply of recycling bags upon request; provided, that the Licensee shall have no obligation to replenish recycling bags for any Residential Unit which, in the Licensee's reasonable opinion, is not using the bags for Recyclable Materials. The Licensee's decision is subject to the complaint provisions in Section 6.h. The Licensee shall collect such Recyclable Materials at least once every week on the same day the Licensee provides Residential Refuse Collection services. The Licensee shall inform each Residential Unit of the date on

which Recyclable Materials will be collected. The Licensee shall deliver all Recyclable Materials to a recycling center in accordance with the Ordinance.

Recyclable Materials are those described on the Recycling Guide attached as Exhibit A. However, the Recyclable Materials are subject to change according to the designation of the recycler used by the Licensee.

e. Yard Clipping Collection. The Licensee shall provide for the collection of Yard Clippings, but only from the Residential Units for which it provides Residential Refuse Collection services through Licensee-provided Containers. . Payment of the Yard Waste fee shall entitle a Residential Unit to one 96-gallon Licensee-provided Container and to pickup of Yard Clippings by the Licensee each week, between April 1 and November 30. To obtain the Yard Clipping service, a Residential Unit must purchase it for the entire season of April 1 through November 30 (or pay the same amount if purchased after April 1). A minimum number of homes must be met to offer service of 300 residential units.

f. Telephone Access. The Licensee shall provide to each Residential Unit a written statement providing a local or toll-free telephone number through which the Licensee can be contacted by the Residential Unit for any service complaints, questions, or concerns, including but not limited to the failure of the Licensee to pick up Refuse or Recyclable Materials from any particular Residential Unit. Such local or toll-free telephone number shall be staffed by a live human being between 8:00 a.m. and 5:00 p.m., Monday through Friday; the Licensee shall provide a message system for calls received during all other hours.

g. Billing. The Licensee shall bill the Residential Units directly for Residential Refuse Collection and related services according to the Proposal. The Township shall not participate in the billing process and shall have no responsibility or liability for the billing process. The Licensee shall use only lawful means to collect or attempt to collect delinquent charges from a Residential Unit. The Licensee shall have the right to suspend all services to a Residential Unit for which an invoice for services under this Agreement remains unpaid for more than 30 days after issuance. If the Licensee suspends Residential Refuse Collection services to a Residential Unit, the Licensee shall notify the Township Supervisor seven days before the suspension of the service and shall provide written justification to the Township Supervisor for the suspension of the service. Any resumption of service will require payment of a re-start fee as provided in Section 4.c.

h. Complaints. The Licensee agrees to record all complaints and requests for investigations received at its designated office or at the Township Hall on a service investigation form acceptable to the Township Supervisor. The service investigation form shall indicate the date and time the complaint or request for investigation was received; the date and time the Licensee was notified if such complaint or request for investigation was received by the Township; the name, address, and telephone number of the complainant; and the nature of the complaint or investigation. The Licensee shall report complaints quarterly to the Board. In the case of a major violation, the Supervisor is to be notified

immediately. The Licensee agrees to provide service investigation forms at its own expense.

Upon receipt of a complaint or request for investigation, the Licensee agrees to promptly investigate the incident and take such corrective action as is necessary to comply with its obligations under this Agreement, the Ordinance and the Proposal. When the complaint is received by the Licensee by 3:00 p.m., appropriate corrective action shall be taken within 24 hours. If the complaint is received by the Licensee after 3:00 p.m., appropriate corrective action shall be taken by the Licensee within 48 hours. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Licensee, the decision of the Township Supervisor shall be binding upon the Licensee.

Upon completion of its investigation and the taking of corrective action as required by this Agreement, the Licensee agrees to record the nature of the corrective action taken and the date and time of such action on the remaining two copies of the service investigation form in its possession. The Licensee shall retain one copy of the completed service investigation form and deliver the remaining one copy to the Township Supervisor.

SECTION 7. SERVICES PROVIDED BY LICENSEE

a. Basic Service. Basic Service from the Licensee shall consist of the following.

- i) Refuse Collection and Disposal. Once a week collection, transportation and Disposal of all Refuse placed at curbside by a Residential Unit in a covered, wheeled Container that is 96 gallons in size and provided by the Licensee.

This service includes the collection and disposal of Christmas trees (from January 1 through January 15) and small amounts of excess Refuse, Bulky Waste or Construction Debris that cannot fit into the Container and which are less than 50 pounds in weight and two 32 gallon bags in size, with no single piece being over five feet long. (*Residents who opt for a per bag alternate service shall not have any excess Refuse, Bulky Waste or Construction Debris included in the per bag cost and shall have to contact the Licensee for a quote to remove any material that cannot fit in the designated bags.*)

The collection of small amounts of excess Refuse, Bulky Waste or Construction Debris from all participating Residential Units shall occur on the same day and at the same time as the regularly scheduled pickup

- ii) Recyclable Materials. Once a week collection, transportation and delivery to a recycling center of Recyclable Materials placed in bags to be supplied by the Licensee for that purpose, and placed at the

curbside by Residential Units on the same day as the collection of Refuse.

- iii) Per Bag Basic Service Alternative. At the request of the Residential Unit, the basic service may be modified to eliminate the 96-gallon Refuse Container and utilize a per bag alternative. The cost of the bags shall include the collection of Recyclable Materials as noted in subsection ii) above.

No excess Refuse, Bulky Waste or Construction Debris, except Christmas trees, shall be collected from Residential Units using the per bag basic service alternative. All material must be placed in the bags, except Christmas trees.

b. Reduced Basic Service. A Residential Unit may subscribe to Reduced Basic Service at the rates set forth in Section 4. Reduced Basic Service shall be in all respects identical to Basic Service, except that the Residential Unit shall be furnished a 32-gallon Container instead of a 96-gallon Container.

c. Seasonal Service. A Residential Unit may subscribe to Seasonal Service. Seasonal Service shall be in all respects identical to Basic Service, except that the Residential Unit shall receive Residential Refuse Collection service (and such other services for which the Residential Unit may subscribe) from May 1 through October 31 of each year. The Licensee shall bill Residential Units for Seasonal Service on or before April 1 of each year.

d. Other Services. Other services from the Licensee shall include the following.

- i) Yard Clippings. The Licensee shall collect Yard Clippings as described in Section 6.e above.
- ii) Removal for Bulky Waste or Construction Debris. A Residential Unit may arrange for the removal of Bulky Waste or a defined amount of Construction Debris (In excess of the small amounts included in Basic Service under Section 7.a above) by contacting the Licensee. The Licensee shall provide a quotation over the telephone for the service and the Residential Unit will be invoiced directly by the Licensee.
- iii) Removal for Non-Defined Refuse. A Residential Unit desiring to arrange for the removal of waste outside the definition of Refuse may contact the Licensee. The Licensee shall consult with the Residential Unit, and shall provide the Residential Unit a price quotation for all costs associated with the removal and Disposal. The Residential Unit shall sign a form authorizing the Licensee to remove the material and the Licensee shall bill the Residential Unit directly the price quoted.

- iv) Front Load Dumpsters. A Residential Unit seeking to have access to a front load dumpster in lieu of a 96 gallon Container may contact the Licensee. The Residential Unit shall provide access to the front load dumpster which is adequate for the Licensee to service the dumpster. The Residential Unit will keep the area surrounding the dumpster clean so that it can be serviced. The Licensee shall not be liable for normal damage done to driveways in servicing the dumpster.

The charge for a front load dumpster shall depend on its size. A two cubic yard front load dumpster is equivalent to four 96 gallon Containers, so the charge shall be four times the then current Basic Service rate. A four cubic yard front load dumpster shall have a charge of eight times the then current Basic Service rate. A six cubic yard front load dumpster shall have a charge of 12 times the then current Basic Service rate. An eight cubic yard front load dumpster shall have a charge of 16 times the then current Basic Service rate.

- v) Recycling Containers. The Licensee shall not maintain recycling Containers outside its gates at its Disposal Site.
- vi) Limitation. Notwithstanding any other provision of this Agreement, nothing contained herein shall require the Licensee to accept for transportation and/or Disposal any waste or other material (A) at or from any location other than the Residential Unit, or (B) as to which, in the sole opinion of the Licensee, the Licensee lacks the requisite licensure, regulatory authorization, or adequate insurance coverage to transport, Dispose of, or otherwise handle.

SECTION 8. ACCEPTANCE

a. Acknowledgment. The Licensee acknowledges that it has carefully read the terms and conditions of this Agreement and the Ordinance, that it accepts all of the terms and conditions of this Agreement and the Ordinance, and that it agrees to abide by those terms and conditions, as well as the terms and conditions of its own Proposal. The Licensee acknowledges that it has relied upon its own investigation of all relevant facts, that it has not been induced to accept the License, and that it accepts all reasonable risks related to the interpretation of this Agreement.

b. Covenant Not to Sue. In consideration for the grant of the License, the Licensee covenants that it will not, at any time, sue or proceed against the Township for any claim or proceeding challenging any term or provision of the Ordinance or this License as unreasonable, arbitrary or on the basis that the Township did not have the authority to impose such terms or conditions. The Licensee further waives any and all rights it may have to claim that the Township's granting of this License or its execution of this Agreement exceeds the Township's lawful authority. The Licensee agrees that this

License is in accordance with State and Federal law. The Licensee releases and discharges the Township from any liability whatsoever based upon any claim of the Licensee that this License is unlawful or unenforceable in whole or in part as of the effective date of this License.

SECTION 9. EFFECTIVE DATE OF LICENSE AND TERM

a. Effective Date. This Agreement and the License and its terms and conditions shall be effective on May 1, 2013. Before that effective date, but after the date of this Agreement as provided on its first page, the Licensee shall provide Residential Refuse Collection and Recyclable Material collection services to any residents of the Township who are unable to obtain those services from any other Waste Hauler, as if the first year of this Agreement was already in effect, subject to such residents' payment of fees and compliance with the other requirements set forth herein or imposed by the Licensee.

b. Renewal. If the Licensee desires to renew this Agreement and the License, after the last extension described in Section 5 above, it shall file with the Township no later than July 31, 2016, written notice of intent to renew and a schedule of service fees for the proposed renewal term. The Township must review such written notice and, within 30 calendar days of receipt, advise the Licensee if the Agreement and License shall be renewed, or if the Township will require the Licensee to submit an Application for a new License. If such Application is required, it shall be treated as if the Licensee has never received this License from the Township, but is making its first application to the Township for a License under the Ordinance. Any renewal of this Agreement and the License shall be confirmed in writing by the Township, which writing shall contain confirmation of the expiration date of the renewal.

SECTION 10. INSURANCE, INDEMNITY

a. Insurance. Upon the execution of this Agreement and at all times during the term of this Agreement (including any renewals), the Licensee shall obtain and maintain the following insurance policies and shall provide the Township written evidence of such policies.

- i) General Comprehensive Public Liability Policy. The Licensee shall obtain and maintain a general comprehensive public liability policy or policies indemnifying, defending and saving harmless the Township, its officers, boards, commissions, agents and employees from any and all claims by any person or entity for any injury to or death of a person or persons caused by the operations of the Licensee under this Agreement, or alleged to have been so caused or occurred, with a minimum liability in the amount of \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate. Such claims to be covered by this general comprehensive public liability policy or policies specifically include, but are not limited to, all costs including the cost of defense

and court costs and attorney fees or interest arising from any claims related to the injury or death of a person as set forth in this paragraph.

- ii) Property Damage. The Licensee shall obtain and maintain a property damage insurance policy or policies indemnifying, defending, and saving harmless the Township, its officers, boards, commissions, agents and employees from and against all claims by any person or entity for property damage, specifically including any claim for environmental contamination or a release of Hazardous Waste or the unlawful Disposal of solid waste, caused by the operations of the Licensee under this Agreement or alleged to have been so caused or occurred, with a minimum liability in the amount of \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate.
- iii) Automobile Liability Policy. The Licensee, at its sole expense, shall secure and maintain in force comprehensive motor vehicle liability insurance during the terms of this Agreement and shall provide the Township with a copy of the certificate of insurance upon request from the Township. Such insurance shall include the Township as an additional insured, if possible, and shall provide general liability coverage for property damage and personal injury (including death) arising from the ownership, maintenance, loading or unloading, or use of any motor vehicle used by the Licensee in the performance of this Agreement, including owned, leased, borrowed or hired vehicles. The minimum coverage limits shall be the same as maintained by the Township for its own coverage or as otherwise approved by the Township.

b. Form of Policies. All insurance policies required by this Agreement shall be in a form satisfactory to the Township and the Township's attorney. The Township may at any time, if it deems itself insecure, require the Licensee to provide additional sureties as required and approved by the Township, provided that Licensee shall not be required to provide coverages of a type not described in, or having limits higher than those set forth in, Section 10.a.i through Section 10.a.iii above. No insurance policy shall be cancelable during the term of this Agreement unless the Licensee, not less than 30 calendar days prior to such cancellation, has delivered to the Township a substitute or replacement policy in conformance with the provisions of this Agreement and the Ordinance.

c. Indemnification and Hold Harmless. The Licensee covenants that in consideration for this Agreement, it will indemnify and hold harmless the Township, its officers, boards, commissions, agents and employees against any and all claims, suits, causes of action, proceedings, and judgments for damage arising out of the issuance or existence of this Agreement or the provision of any services under this Agreement; however, no such requirement shall apply when such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the negligence, gross negligence or intentional acts of the Township, its officers, boards, commissions, agents

and employees while acting on behalf of the Township. Further, the Licensee shall, at its sole cost and expense, indemnify and hold harmless the Township, its officers, boards, commissions, agents and employees for damage arising out of any misrepresentation, negligence, gross negligence or intentional act of the Licensee, its agents or employees in connection with the grant of the License to the Licensee, or the renewal of this Agreement or the License. Indemnified expenses shall include, but shall not be limited to, all reasonable out-of-pocket expenses, including without limitation clean up and/or remediation costs, court costs, damages, judgments, sanctions, fines or penalties, and attorneys' fees and shall also include the reasonable value of any services reasonably rendered by the Township attorney and any of the Township attorney's assistants. The Township shall promptly notify the Licensee in the event any person shall in any way notify the Township of any claim or demand in connection with the services provided by the Licensee under this Agreement or the License for which the Licensee may be subject to liability under this section or the License. However, the Township's failure to give such prompt notice shall not eliminate or reduce the Licensee's obligation to provide indemnification under the Agreement or this License unless such failure materially impairs or prejudices the Licensee's defenses, counterclaims, or rights in respect of the claim or demand. Notwithstanding any other provision of the Agreement or the License, the provisions of this subsection shall survive termination of this Agreement or the License and any renewals.

d. Arranger Liability. The Licensee agrees, stipulates, and consents to a determination that the Township has not, by contract, or agreement with this Licensee, or otherwise, arranged for the Disposal or transportation of any Refuse, Garbage, Bulky Waste, Rubbish, Hazardous Waste, Stable Matter, Medical Waste, or any other substance as a result of this Agreement. Specifically, if any claim is made against the Township pursuant to any State or Federal environmental law or regulation, including but not limited to MCL 324.20126, as amended or restated, as a result of this Agreement, the Licensee shall completely, fully, and forever indemnify the Township from such claims.

SECTION 11. FORFEITURE AND TERMINATION

In addition to all other rights and powers retained by the Township under this Agreement and this Ordinance, the Township Board reserves the right to terminate this Agreement and the License and all rights and privileges of the Licensee in the event of a substantial breach of the terms and conditions of the License or of this Agreement by the Licensee. A substantial breach by the Licensee shall include, but shall not be limited to, any of the following:

- a. An uncured violation of any material provision of this Agreement or the Ordinance, or of any material rule, order, regulation, or determination made by the Township pursuant to this Agreement or the Ordinance;
- b. An attempt to evade any material provision of the License;

- c. The practice of any fraud or deceit upon the Licensee's customers or upon the Township and its inhabitants;
- d. Failure to provide the services promised in the Proposal, specified in the License, or described in this Agreement, unless a reasonable substitute service is approved by the Township Supervisor;
- e. Material misrepresentation of any fact in the Proposal or during negotiations for the License;
- f. Failure to provide insurance or indemnity as required by this Agreement;
- g. Failure to Dispose of collected Refuse in a duly licensed and regulated Disposal Site; or
- h. Failure to deliver Recyclable Materials to a recycling center in accordance with the Ordinance.

SECTION 12. FORECLOSURE

The Licensee shall notify the Township upon the foreclosure or other judicial sale of all or a substantial part of the Licensee's Residential Refuse Collection operation(s), or upon the occasion of additional events which effectively cause termination of the Licensee's operation. Such notification or the occurrence of such terminating events shall be treated as a notification that a change in control of the Licensee has taken place, and the provisions of this Agreement requiring the consent of the Township to such change in control of the Licensee shall apply.

SECTION 13. RECEIVERSHIP

The Township, within the limitations of applicable law, shall have the right to cancel this Agreement and the License 120 calendar days after the election or appointment of a receiver or trustee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of the 120-day period or unless:

a. Within 120 days after the election or appointment, such receiver or trustee has fully complied with all of the provisions of this Agreement and remedied any defaults thereunder; or

b. Within the 120-day period, such receiver or trustee has executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of the Ordinance, this Agreement and the License granted to the Licensee.

SECTION 14. TRANSFER OF LICENSE

a. Prohibition. Without prior consent from the Township Board (which shall not be unreasonably withheld):

- i) the License shall not be sold, assigned, transferred, leased, or disposed of, either in whole or in part, either by involuntary sale or by voluntary sale, or by merger or consolidation of the Licensee with any other entity; and
- ii) title to the License, whether legal or equitable, or any right, interest, or property therein, shall not pass or vest to any person or entity.

Nothing in this section shall be deemed to prohibit the mortgage or pledge of the Licensee's assets, or any part thereof.

b. Notice of Proposed Transfer. The Licensee shall promptly notify the Township of any proposed transfer of the License requiring consent from the Township Board as provided above. A formal application for approval of a proposed transfer shall be

filed within 30 days of such notification. The application shall include the full particulars relating to the sale or transfer. An original and three copies of the text of the application shall be filed, along with additional copies as the Township may request.

c. Financial Responsibility. The proposed purchaser, transferee, or assignee must show financial responsibility as determined by the Township and must agree to comply with all provisions of the License and this Agreement, including any provisions which the Township may amend or add prior to approval of the transfer.

d. Evaluation of Proposed Transfer. For the purpose of determining whether it shall consent to any transfer, the Township may inquire into all qualifications of the prospective transferee, and the Licensee shall assist the Township in any such inquiry. The Township may require any reasonable conditions which it deems necessary at the time of review to ensure that the proposed new Licensee will satisfy the public interest of the Township and its citizens for the balance of the term of this Agreement. The Township Board shall have 30 days after receipt of an application under Section 14.b. within which to approve or disapprove a transfer under this section. If no action is taken within those 30 days, approval shall be deemed to have been given. However, nothing conveyed in this section shall alter or interfere with the right of the Township in its sole discretion to terminate the License and, if deemed necessary or appropriate by the Township Board, to seek and contract with replacement provider(s) of Residential Refuse Collection services, all in accordance with the provisions of this Agreement and the Ordinance. Within five business days of any transfer, all required insurance policies, bonds or indemnities shall be reissued in the name of the new Licensee and copies of the same shall be delivered to the Township.

SECTION 15. PERFORMANCE BOND OR LETTER OF CREDIT

Throughout the term of this Agreement, the Licensee shall post a performance bond, or an irrevocable letter of credit, in such form as is acceptable to the Township Attorney, in the amount of \$5,000.00. If the Licensee fails to perform the services specified herein during the term of this Agreement, including any extension of this Agreement, for any reason other than a transfer of ownership or control pursuant to Section 14 or a termination at the Licensee's option pursuant to Section 16.c; the Township may access the performance bond or letter of credit to the extent necessary to cover its expenses in finding another contractor to succeed the Licensee.

SECTION 16. TOWNSHIP AMENDMENT OF AGREEMENT

a. Public Health and Safety. Nothing in this Agreement shall preclude or prohibit the Township from enacting any ordinance, from time to time, in the interest of public health and safety, which may impact the Licensee in its Residential Refuse Collection services, as a proper exercise of the Township's police power. The Licensee's rights under this Agreement are subject to such police power. In the event of any conflict between the provisions of this Agreement and any present or future exercise of the Township's police power, such conflict shall be resolved in favor of the police power.

b. Acknowledgment. The Licensee expressly recognizes the right of the Township, pursuant to the powers delineated in Section 16.a above, to make reasonable amendments to this Agreement during its term (or any renewal term) upon 60 days' notice to the Licensee (no prior notice shall be required for an emergency amendment). The Township's judgment as to reasonableness shall be presumed, subject to rebuttal by the Licensee. The Licensee further recognizes and agrees that the Township shall in no way be bound to renew or extend this Agreement or the License at the end of any term, except as may be otherwise provided by applicable law.

c. Termination by Licensee. In the event that an amendment to this Agreement by the Township pursuant to this section or any determination, rule, order or action made or implemented under Section 20.a of this Agreement materially increases the obligations or burdens of the Licensee under the Agreement or is otherwise unacceptable to the Licensee, or in the event of any violation of this Agreement by the Township, or upon the Township's disapproval of any proposed transfer of ownership or control under Section 14, the Licensee shall have the right to terminate this Agreement by ceasing to provide Residential Refuse Collection services in the Township upon 15 days' written notice to the Township and to the Residential Units for which it provides Residential Refuse Collection services. Upon such termination, this Agreement shall terminate and be of no further force or effect, but for any provisions such as Section 10.c which expressly survive termination.

SECTION 17. TAXES

Nothing contained in this Agreement shall be construed to exempt the Licensee from any tax, liability or assessment which may be authorized by law.

SECTION 18. APPLICANT REPRESENTATIVES

The Licensee shall at all times disclose to and maintain on file with the Township, in writing, the names, addresses and occupations of all persons who are authorized to represent or act on behalf of the Licensee in those matters pertaining to the Agreement or the License and the service provided thereunder.

SECTION 19. NOTICE

a. To Township. All notices required to be given to the Township under any provisions of this Agreement shall be in writing and shall be deemed served:

- i) Upon receipt when delivered by hand to the Township Supervisor during normal business hours; or
- ii) Upon receipt when addressed to the Township Supervisor mailed with postage prepaid by certified mail, return receipt requested.

b. To Licensee. All notices required to be given to the Licensee under any provisions of this Agreement shall be in writing and shall be deemed served:

- i) Upon receipt when delivered by hand to the Licensee's address for service of notice; or
- ii) Upon receipt when addressed to the Licensee and mailed with postage prepaid by certified mail, return receipt requested.

SECTION 20. RULES, REGULATIONS AND ORDERS OF TOWNSHIP SUPERVISOR

a. Power of Township Supervisor. The Township Supervisor is vested with full powers of regulation, prohibition, control, supervision and administration of the License and the Ordinance and this Agreement. The Township Supervisor may adopt and enforce all necessary rules and regulations or issue orders for such purposes and in all matters which are not inconsistent with any provisions of the License, the Ordinance, this Agreement, or statute.

b. Personal Liability. No officer, Township Board member, agent or employee of the Township shall be personally liable for any damage that may accrue to any person or property as a result of any acts, decisions or other consequence or occurrence arising out of the discharge of duties or responsibilities pursuant to the License or the Ordinance or this Agreement.

c. Legal Action. The Township or the Licensee may take such lawful action as is necessary to restrain or prevent any violation of the License or the Ordinance or this Agreement. Violation by the Licensee of any of the provisions of the Ordinance or the License or this Agreement shall cause the Licensee to be liable to the Township for any expense, loss, or damage occasioned by the Township because of such violation. This section shall be cumulative with any and all other remedies available under the Ordinance, at law, or at equity. Furthermore, neither the right to damages nor the payment of damages shall bar or otherwise limit the right of either party to this Agreement in a proper case to consider any violation of this Agreement or the Ordinance as grounds for forfeiture and/or termination of the License, or to consider any such violation as grounds for nonrenewal or nonextension of the License. In any action for damages or to enforce obligations under the License or Agreement or Ordinance, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

SECTION 21. COMPLIANCE WITH LAW

The Licensee shall not deny service or employment opportunities, or otherwise discriminate against any person on the basis of race, color, religion, national origin, age, sex or any other legally prohibited reason. The Licensee shall comply at all times with all applicable federal, state, and local laws and regulations.

SECTION 22. MISCELLANEOUS

a. Amendment by Written Document Only. Except as otherwise expressly provided herein, this Agreement may be amended only by a written instrument executed by both parties and adopted by the Township in accordance with the law.

b. Assignment. This Agreement and all rights and obligations under it shall not be assignable except as expressly provided herein.

c. Choice of Law. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law, except to the extent such law is lawfully preempted by applicable federal statutes, rules or regulations.

d. Waivers. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

e. Copies. It is contemplated that this Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one document.

f. Captions. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or modify its terms and provisions.

g. Enforcement. This Agreement shall be enforceable only by the parties to it and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement. No other person shall have the right to enforce any of the provisions contained in this Agreement.

h. Invalidity or Unenforceability. If any portion of this Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, that ruling shall not affect the validity of the rest of this Agreement.

i. Entire Agreement. This Agreement, with the Ordinance and the Proposal, constitutes the entire agreement between the parties concerning the covered subject matter and supersedes all prior conflicting oral or written representations, understandings or agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

**Chef Container, LLC,
the Licensee**

By: *[Signature]*

Its: *Managing member*

By: _____

Its: _____

Dated: _____

**Township of Valley,
a Michigan general law township**

[Signature]

Bill Browne, Supervisor

[Signature]

Brandee Ellis, Clerk

Dated: *Aug 13, 2013*

References

- [EGLE Mega Data Allegan County Profile](#)
- [EGLE Mega Data Report](#)
- [Residential Recycling Initiative Guide](#)