

CITY OF NEGAUNEE
RESIDENTIAL GARBAGE AND
REFUSE COLLECTION AGREEMENT

This Agreement, entered into this _____ by and between the City of Negaunee, a Michigan Municipal corporation, with offices located at 319 W. Case Street, P.O. Box 70, Negaunee, Michigan 49866, (hereinafter referred to as "City"), and _____ with offices located in _____ . With a mailing address of _____ (hereinafter referred to as "Contractor");

WHEREAS, the City require the services of an independent contractor to collect and dispose of residential garbage and refuse and solid waste as defined in Chapter 1060 of the Codified Ordinances of the City of Negaunee and in "Exhibit A-1" and made a part of this Agreement; and,

WHEREAS, the City requires the services of an independent contractor to collect and recycle certain items which may include, but not necessarily be limited to, newsprint, corrugated cardboard, clear glass, plastic milk jugs, tin cans, and catalogues and magazines, it being understood that items which the Contractor would not be obligated to pick up for disposal or recycling would include, but not necessarily be limited to, grass clippings, leaves, tree parts, hazardous household wastes, tires, automobile parts, mattresses, furniture, TV sets, computers, chemicals, petroleum products, and "hazardous waste" as defined at M.C.L.A. § 324.11103 , stoves, refrigerators, water heaters, furniture, demolition materials, shingles and roofing materials, concrete, sand, gravel, washing machines, clothes dryers, and other similar items; and,

WHEREAS, the Contractor has indicated its willingness to perform these services as an independent contractor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is hereby agreed by and between the City and the Contractor as follows:

I. OBLIGATIONS OF CONTRACTOR

- A. The Contractor shall, once each week, pick up and collect the bagged garbage, solid waste, and refuse of each residence located in the City, and shall transport and deposit same at the Marquette County Solid Waste Management Authority Landfill ("Authority Landfill" herein).
1. This obligation shall extend and apply only to such garbage and refuse as is placed in specified locations for collection by residents of the City in reasonable compliance with Chapter 1060 of the Codified Ordinances of the City. The Contractor shall also, at no additional charge to the City, pick up and dispose of garbage and refuse from containers in all "Exhibit B" City Hall buildings; Senior Citizens Centers, the Department of Public Works garages; and, all other City owned and/or operated facilities, a list of which shall be provided to the Contractor by the City at the commencement of the term of this Agreement and from which the City may add or delete facilities based upon written agreement between the parties.
 2. The hours of such pickup operations shall be limited from 7:00 a.m. to 10:00 p.m., every Tuesday but may be modified subject to approval by the City Manager of the City. There shall be no pickup operations on Sundays.
 3. Subject to final approval of the City Manager the City and the Contractor shall establish and agree upon pickup routes and a schedule which will result in the bagged garbage and refuse from each residential premises in the City being picked up once each week, on the same day each week. A copy of the map upon which such routes shall be shown shall be attached hereto and incorporated herein by reference as "Exhibit C". The routes and schedules so established shall not be modified by the Contractor without the prior consent of the City Manager of the City.
 4. The general public shall be notified, at the Contractor's expense and in a manner approved by the City

Manager, of any changes in existing pickup routes which will become effective as of the commencement of the term of this Agreement, and of any future changes in routes during the term of this Agreement. Future changes in routes must be approved by the City Manager in writing.

5. In the event that a regularly scheduled garbage and refuse pickup must be rescheduled due to inclement weather, mechanical breakdown, act of God, or for any other reason, the Contractor shall promptly notify the Directors of Public Works or the City Manager and shall notify the residents of the City through radio, television, and/or newspaper announcements, with the expense of such notification to be paid by the Contractor.
6. The Contractor shall be required to make an annual holiday collection schedule available prior to the beginning of the calendar year, and the general public is to be notified as required by the provisions of Section I.A.5. of this Agreement.
7. The Contractor shall coordinate its pickup schedule with the Directors of Public Works during heavy snow periods.
8. The pickup and collection operations of the Contractor shall be conducted with as little disturbance as possible. Garbage cans shall be thoroughly emptied and left in the location where they are found, with the lids replaced. The Contractor shall make reasonable efforts to collect garbage and refuse which may be strewn about at or near the roadside near a particular collection site.
9. For any senior citizen (age 65 or older) or certified handicapped individual who is a resident of the City, and who registers with the Contractor, in writing, the Contractor shall provide doorstep garbage and refuse pickup service, and such individual will not be required to place such garbage and refuse at the roadside for pickup.
10. For purposes of this Agreement, the following definitions shall apply:
 - a) "Residence" shall mean every living unit within the City. Every structure (such as an apartment house or condominium) that has more than four (4) living units shall not be considered a residence.
 - b) "Commercial Unit" shall mean every structure or entity that generates garbage, solid waste, or refuse other than a residence.
11. The Contractor shall not be required to pick up nor shall the Contractor pick up any garbage, solid waste, or refuse under this Agreement from any Commercial Unit.
12. All pick up of garbage, solid waste, or refuse by Contractor from every Commercial Unit in the City shall be by a separate contract between Contractor and each Commercial Unit, and each Commercial Unit shall be responsible for all of its pickup and disposal costs.
13. The Contractor shall not mix residential garbage, solid waste, or refuse with Commercial Unit garbage, solid waste, or refuse. The purpose of this provision is so that the City will not bear the cost of pick up or disposal fees generated by Commercial Units. If the Contractor violates the provisions of this Paragraph 13, Contractor shall pay to City liquidated damages in the amount of Two Hundred Fifty (\$250.00) Dollars per day for every day on which such a violation occurs. Such liquidated damages are not a penalty, but are intended as reimbursement to the City for landfill disposal costs of Commercial Units whose garbage, solid waste, or refuse is mixed in with residential garbage, solid waste, or refuse.
14. If the Authority Landfill is closed, or is otherwise unavailable to Contractor though no fault of the City, or because of Contractor's scheduling, or any other act, omission, failure, or oversight of Contractor, the City shall not be billed for disposal costs at any other licensed landfill

15. The Contractor shall provide the City with a copy of every contract or agreement entered into between Contractor and every Commercial Unit for the pick up of garbage, solid waste, refuse, or any other item, material, or substance upon request.
- B. The Contractor shall also, at no additional cost to the City, provide the following described services to the City:
1. The Contractor shall, for one, five consecutive day period in the autumn of each year, pick up and collect all bagged leaves placed at curbside in tandem with its regular garbage and refuse collection routes, and shall transport said bagged leaves to the City compost area. This section must stay in as they do it over a one week period.
 - (a) The particular timeframe for this leaf collection service will be determined by agreement between each City Manager and the Contractor.
 - (b) The Contractor shall pick up and transport all bagged materials to the City compost area where the contractor shall un-bag.
 - (c) The Contractor will work closely with City employees when transporting bagged leaves to the City compost area.
 2. The Contractor shall provide for a week in the spring were the contractor will, at the request of a senior citizen, pick up and remove compostable materials and large metal items by appointment only. This service is for any senior citizen (age 65 or older) or certified handicapped individual who is a resident of the City.
 - (a) The days during which these Spring Senior Cleanup services shall be provided to the City shall be determined by agreement between the City Manager and the Contractor.
 - (b) As a part of this Spring Senior Cleanup service, residents can schedule an appointment with the Negaunee Department of Public Works.
 - (c) The City will be responsible for all Authority Landfill fees associated with the collection and disposal of such materials as part of Spring Cleanup.
 3. Up to 52 times a year, at a time and date determined by the City Manager, the Contractor shall also provide a roll-off container at a mutually acceptable location where residents of the City may dispose of:
 - (a) Large, bulky items including, but not limited to, furniture, television sets, mattresses, and other similar items.
 - (b) No hazardous waste materials shall be deposited in said roll-off container.
 - (c) The Contractor shall be responsible for the disposal at the Authority Landfill of items deposited in said roll-off containers, with the charges associated therewith to be paid by the City.
 - (d) The Contractor shall be responsible for the maintenance of the location with the special roll-off container and shall hold the City harmless against claims of injury, damages, or environmental violation, inclusive of fines, costs and attorney fees related to said claims.
 4. The Contractor shall, in conjunction with its weekly pickup of garbage and refuse, also pick up and collect recyclables to be deposited with the Marquette County Solid Waste Management Authority in accordance to the agreement entered into between the Marquette County Solid Waste Management Authority and City of Negaunee, in a manner so deemed by the Marquette County Solid Waste Management Authority.

- C. The Contractor shall have sole and exclusive control over the hiring, discipline, and termination of such employees as it may find it necessary to hire in order to carry out the provisions hereof, and shall have the sole and exclusive right and obligation to direct, supervise, and control its said employees in the performance of this Agreement; to prescribe the method and manner in which they are to perform the tasks assigned to them; and to determine and pay such wages and salaries to said employees as it may deem to be appropriate.
- D. The Contractor shall be solely responsible for and shall pay as required all such social security and withholding taxes relating to itself and its employees, as they accrue, together with all other taxes, fees, or business expenses related to the conduct of its business, and shall provide to the City such proof as the City may, from time to time, reasonably require of the fact that said payments have been made and are current.
- E. The Contractor shall, at its own expense, provide such trucks and/or other equipment as may be required by it for the performance of this Agreement.
 - 1. Such trucks and other equipment shall meet all applicable federal, state, and local standards relating to refuse collection equipment.
 - 2. Each collection vehicle of the Contractor shall be equipped with a cell phone capable of communicating with the City Department of Public Works.
 - 3. Said collection vehicles shall be watertight, in good operating condition, and properly marked identifying the Contractor.
 - 4. All collection vehicles and other equipment to be used by the Contractor shall meet applicable OSHA requirements, shall be appropriately licensed where required, and shall be used in an appropriate manner.
- F. The Contractor shall promptly provide the City with such information and data as the City may, from time to time reasonably request, for the purpose of enabling the City to provide State and Federal Governmental Agencies such information as they may, from time to time, require of the City.
- G. The Contractor shall comply with all policies, rules, and regulations promulgated by the Marquette County Solid Waste Management Authority and shall hold the City harmless from any fines, assessments, and penalties; including any and all damages levied against either or both City and/or Contractor for the Contractor's failure to comply with any requirement of the Authority. The Contractor shall execute an appropriate permit for direct use of the Authority Landfill.
- H. The Contractor shall provide to residents of each City a telephone number with an answering machine (not long distance), which shall be open and available to take complaints or questions by residents of each City. All drivers shall be required to carry a cell phone. All complaints received shall be resolved within 24 hours by the Contractor. A detailed monthly report of all complaints received shall be provided to the City.
- I. The Contractor shall also assign a qualified person or persons to be responsible for the management of its operations in the City, and shall provide the name or names and telephone numbers of such individual or individuals to the City Manager. Information regarding the qualifications and experience of such management personnel shall also be provided to the City Manager upon reasonable request.
- J. Contractor shall provide City with a \$200,000 Performance Bond with an insurance company or issuer approved by the City.
- K. At no time while a collection vehicle of the Contractor is being used to pick up or transport garbage or refuse pursuant to this Agreement shall such vehicle contain garbage or refuse or other materials of any kind from any other source.

- L. Contractor shall provide monthly reports to the City documenting total tonnage of solid waste and recyclable materials collected. The monthly report must include total tonnage dumped at landfill and tonnage of each recycled item processed at recycling center, respectively.

II. INDEMNIFICATION

The Contractor agrees to indemnify, defend and save harmless the City and their respective officials, employees, and agents, from and against all loss or expense (including costs and attorney fees) by reason of any liability asserted or imposed upon either City, or their officials, agents or employees, for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the work described herein, whether such injuries to persons or damage to property is due or claimed to be due, to the negligence of the Contractor, the City, or their officials, employees, or agents.

III. INSURANCE

- A. The Contractor shall, at its own expense, obtain and maintain the policies of insurance hereinafter described, subject to the terms, conditions, and requirements hereinafter described. The insurance certificates required herein form a part of this contract and until such required certificates are delivered to the City and approved by the City Manager, no valid contract shall exist between the parties hereto.
- B. THE CONTRACTOR SHALL FURNISH TWO CERTIFIED COPIES OF ALL CERTIFICATES OF INSURANCE POLICIES REQUESTED HEREIN WITHIN 30 DAYS AFTER THIS AGREEMENT IS SIGNED BY ALL PARTIES. The City and it's officials, employees, and agents shall be named insured on each and every insurance policy required herein. The Contractor must furnish certificates for the following insurance:
 - 1. Workers' compensation insurance, including employer's liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of the State of Michigan.
 - 2. Comprehensive General Liability Insurance to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use hereof, and including the following exposures:

(a)	Bodily injury per occurrence	\$5,000,000.00
	Property damage per occurrence	\$5,000,000.00
(b)	Contractor's protective coverage for independent contractors or subcontractors employed by him	\$5,000,000.00
(c)	All premises and operations	\$5,000,000.00
(d)	Completed operations coverage	\$5,000,000.00
(e)	Contractual liability, including coverage for the obligation assumed in the indemnification agreement included in Sections I.G. and II of this Agreement	\$5,000,000.00
(f)	Comprehensive automobile liability to cover Michigan No-Fault liability, residual bodily injury liability and property damage with coverage limits of not less than \$5,000,000.00 per occurrence as outlined above, and otherwise complying with the provisions of the Michigan No-Fault Act, such policy covering any and all occurrences arising out of the ownership, maintenance or use of any motor vehicle by Contractor, including owned, non-owned, and hired vehicle.	

- (g) In the event of a joint venture, single policies covering the joint venture entity shall be supplied.
- C. All policies providing coverage required hereunder shall contain a provision that the City shall be given not less than thirty (30) days written notice prior to the effective date of any cancellation or other termination, for any cause, of such insurance coverage.
- D. Insurance carriers shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial and policy holder's service rating of no lower than A+ as listed in A.M. Best Key Rating Guide, current edition.

IV. OBLIGATIONS OF THE CITY

A. The City shall pay to the Contractor, as and for compensation for the performance of its obligations hereinabove described, a monthly payment on or before the 15th day of the following month, said monthly payment to be determined as follows:

- 1. The monthly Contractor compensation shall be determined by multiplying the daily rate per pickup times the number of refuse pickups per week as agreed upon at the commencement of each year of the term of this Agreement, times fifty-two weeks per year divided by twelve months per year.

The daily pickup rate for each year of this Agreement is as follows:

2021	\$___/week customer pickup
2022	\$___/week customer pickup
2023	\$_____/week customer pickup
2024	\$___/week customer pickup
2025	\$___/week customer pickup

- 2. The number of weekly customer pickups shall be determined from the City customer lists as of December 31 of each year of the term of this Agreement, and the new daily pickup rate shall be effective on January 1.
- 3. It is recognized that during any given year of the term of this Agreement the actual number of pickups required may vary, and may be more or less than the number agreed upon for that year, but that the compensation to be paid to the Contractor for that year shall be based upon the number agreed upon at the commencement of that year. It is further agreed and understood that the compensation rate agreed upon herein, and the method of determining said compensation rate, takes into account the fact that there may, from time to time during the term of this Agreement, be reasonable variations in the number of customers to be serviced by the Contractor during the course of any given year of the term of this Agreement.

B. The City shall also be responsible for and shall pay all tipping fees imposed by the Marquette County Solid Waste Management Authority arising out of the disposal at its landfill facility of the garbage and refuse collected by the Contractor pursuant to the terms of this Agreement. Any surcharges or additional charges imposed by the Authority upon the City arising out of or in any way related to any act or omission of the Contractor shall be the responsibility of the Contractor, and, if paid by the City, shall be deducted from the monthly compensation paid by the City to the Contractor.

- 1. The Contractor, upon depositing in the Marquette County Solid Waste Management Authority Landfill, the garbage and refuse collected pursuant to this Agreement shall obtain from the Authority the weight ticket showing the weight of the garbage and refuse so deposited, and shall, by the first business day of each month, provide to each City a copy of all such weight tickets so received during the preceding month.

2. If any unforeseen circumstance develops during the term of this Agreement outside the control of the Contractor, such as revised laws, ordinances, or regulations, or changes in location of landfill disposal sites, the Contractor may petition the City in writing to renegotiate the above-described compensation so as to provide for such additional expenses or reductions in costs incurred by the Contractor. Any renegotiation of compensation is at the final discretion of the City Council of the City and shall not be based on increased labor costs, equipment costs, or fuel costs.

V. MISCELLANEOUS PROVISIONS

- A. The term of this Agreement shall be for a period of five (5) years, commencing **January 1, 2021** and continuing to **December 31, 2025**, and shall be binding upon the parties hereto for the duration of that term.
- B. This Agreement may be cancelled and terminated with at least 180 days prior written notice if the parties hereto mutually agree upon such cancellation or termination.
- C. The Contractor shall coordinate its activities and attempt to resolve all problems with the Directors of Public Works. In the event this is unsuccessful, then either City may require the Contractor to attend the next special or regular City Council meeting or the Contractor may request it be placed on the Agenda of the next special or regular City Council meeting.
- D. In the event of complaints from customers within the City, the Contractor shall use its best efforts to resolve all such complaints within twenty-four hours.
- E. The failure of any of the parties hereto to comply with the provisions hereof shall constitute a breach of this Agreement, and shall entitle the non-breaching party to such redress as may be available to it under law.
- F. No assignment of this Agreement or any right or obligation arising therefrom shall be made in whole or in part by the Contractor without first securing the written consent of the City.
- G. Any amendments to this Agreement must be in writing, and signed by appropriate representatives of the parties hereto.
- H. All newspaper notices, Request for Bids and submitted proposals are made part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this contract as follows:

CITY OF NEGAUNEE

CONTRACTOR

By:
Its: Manager

By:
Its: _____

Date: _____

Date: _____

By:
Its: City Clerk

Date: _____

“Exhibit A-1”
Chapter 1060 of the Codified Ordinances of the City of Negaunee

Garbage and Rubbish Collection and Disposal

TITLE SIX - Other Public Services

Chap. 1060. Garbage and Rubbish Collection and Disposal.

Chap. 1062. Negaunee Cemetery.

Chap. 1064. Teal Lake.

CHAPTER 1060

Garbage and Rubbish Collection and Disposal

1060.01	Definitions.	1060.05	Collection practices.
1060.02	Collection and disposal by City or by contractor.	1060.06	Collection and disposal of yard waste.
1060.03	Interpretation; purpose; promulgation of rules and regulations by City Manager.	1060.07	Collection fees.
		1060.08	Payment of collection fees.
		1060.09	Other rates and charges.
1060.04	Pre-collection practices.	1060.99	Penalty.

CROSS REFERENCES

Garbage and refuse generally - see M.C.L.A. §§46.171 et seq.,
123.241 et seq., 123.361 et seq.

Municipal authority - see M.C.L.A. §123.301 et seq.

Garbage and rubbish as nuisance - see GEN. OFF. 674.04(a)

Littering - see GEN. OFF. 682.05; S.U. & P.S. 1064.08

Incinerators - see GEN. OFF. 682.06

Garbage and rubbish in trailer and tourist camps - see B.R. & T. 876.10

Garbage and rubbish in subdivisions - see P. & Z. 1248.02(e)

1060.01 DEFINITIONS.

As used in this chapter:

- (a) "Ashes" means the residue from the burning of wood, coal, coke or other combustible materials.
- (b) "Building materials" means all material resulting from the razing, repair, excavation or construction of buildings or structures, including, but not limited to, lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, nails, screws or any other materials used in the construction of a structure.

Negaunee Cemetery *Garbage*

- (c) "City" means the City of Negaunee.
- (d) "Container" means a can, bag or other receptacle made of metal, plastic or such other substance approved by the City Manager.
- (e) "Contractor" means the contractor hired by the City to collect refuse.
- (f) "Garbage" means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
- (g) "Hazardous waste" means dangerous materials or substances, such as poisons, acids, caustics, infected materials, explosives and other materials not suitable for a Class I landfill.
- (h) "Junk" means parts of machinery or motor vehicles, boat hulls, unused stoves or other appliances, furniture or other cast-off material of any kind, except building material, refuse and yard waste.
- (i) "Landfill" means the Marquette County Landfill operated by the Marquette County Solid Waste Authority, as well as any transfer station operated by any of the political subdivisions of Marquette County, Michigan.
- (j) "Living unit" means any single-family dwelling and each single-family unit in a multiple dwelling.
- (k) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.
- (l) "Refuse" means all of the following: kitchen wastes, including cans, bottles, household food, accumulations of animal food and vegetable matter attendant to the preparation, use, cooking and serving of food; general household trash, including ashes, empty cartons, crates, boxes, wrapping materials, newspapers, magazines, cloth materials, empty cans, discarded types and similar materials; and all miscellaneous debris, except building materials, junk, hazardous waste and yard waste.
- (m) "Rubbish" means any useless waste or rejected matter, unspoilable, and not identified as garbage, consisting of both combustible and noncombustible materials such as paper, cardboard, leaves, tree trimmings, concrete, crockery, metal, building materials, furniture, appliances, bedding and similar materials.
- (n) "Solid waste" means building materials, garbage, hazardous waste, junk, refuse, rubbish and yard waste.
- (o) "Yard clippings" shall be consistent with and as defined in Act 264 of the Public Acts of 1990, as amended, which states that "yard clippings" means leaves, grass clippings, vegetable or other garden debris, shrubbery, or brush or tree trimmings less than four feet in length and two inches in diameter, that can be converted to compost humus. This term does not include stumps, agricultural wastes, animal waste, roots, sewage sludge or garbage.
- (p) "Yard waste" means grass clippings, weeds, bushes, brush clippings and branch clippings.

1060.02 COLLECTION AND DISPOSAL BY CITY OR BY CONTRACTOR.

(a) The collection, conveyance and disposal of certain solid waste generated in the City shall be performed by the City or by a contractor under contract with the City, in conformance with this chapter, and all other applicable laws, rules and regulations.

(b) Subsection (a) hereof shall not prohibit the actual producers of solid waste, or the owners of premises upon which solid waste has accumulated, from personally collecting, conveying and disposing of such solid waste, provided that such producers or owners comply with the provisions of this chapter and with any other governing laws, ordinances, rules and regulations.

(c) Subsection (a) hereof shall not be construed to prohibit collectors of solid waste from outside the City from conveying such solid waste over City streets, provided that such collectors comply with the provisions of this chapter and with any other governing laws, ordinances, rules and regulations.

1060.03 INTERPRETATION; PURPOSE; PROMULGATION OF RULES AND REGULATIONS BY CITY MANAGER.

It is the intent of Council that this chapter shall be liberally construed for the purpose of providing a sanitary and satisfactory method for the collection, conveyance and disposal of solid waste. To that end, the City Manager is authorized to make and implement such rules and regulations as from time to time are necessary to carry out this intent, provided, however, that such rules and regulations may not conflict with this chapter or with any other applicable laws, ordinances, rules and regulations, and provided, further, that such rules and regulations shall be subject to the approval of Council. Any person aggrieved by a rule or regulation implemented by the City Manager shall have the right to appeal to Council, which shall have the authority to confirm, waive, revoke or modify any such rule or regulation.

1060.04 PRE-COLLECTION PRACTICES.

(a) Containers.

- (1) Containers may be cans or bags made of metal or plastic and shall have a capacity of not more than fifty gallons.
- (2) Cans shall be equipped with suitable handles and tight fitting covers, shall be watertight and shall not have ragged or sharp edges or any other defect liable to hamper or injure the person collecting the contents thereof.
- (3) Cans shall be of a type approved by the City Manager and shall be kept in a clean, neat and sanitary condition at all times.

- (4) Containers shall be provided by the owner, tenant, lessee or occupant of a premises.
 - (5) Any container that does not conform to the provisions of this chapter shall be promptly replaced.
- (b) Preparation of Solid Waste.
- (1) All garbage, before being placed in a container for collection, shall have drained from it all free liquids and may be wrapped in paper.
 - (2) All refuse shall be drained of liquid before being placed in a container for collection.
 - (3) All cans and bottles which have contained food shall be thoroughly rinsed and drained before being placed in a container for collection or recycling.
- (c) Points of Collection. Containers shall be placed on or near the curb or traveled roadway line of a street or alley adjoining the premises served, so as to be readily accessible to the collection crew on collection day. If containers are not so placed before the collection crew arrives at the premises being served, the contents of such containers will not be collected until the next regularly scheduled collection time.
- (d) Storage of Solid Waste.
- (1) No person shall place any solid waste in any street, alley or other public place, or upon any private property, whether owned by such person or not, within the City except in proper containers for collection, or with the express approval of the City Manager, nor shall any person place or deposit any solid waste in any river, stream or other body of water.
 - (2) Any unauthorized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation of solid waste shall be deemed a violation of this chapter.

1060.05 COLLECTION PRACTICES.

- (a) Schedule for Collection. The City Manager shall establish a schedule for the collection of garbage and refuse.
- (1) Garbage and refuse accumulated in residential areas shall be collected at least once each week, when possible.
 - (2) Hotels, restaurants and such other commercial businesses and institutions as deem it necessary may enter into an agreement for more frequent collection of garbage and refuse.
 - (3) Where necessary to protect the public health and safety, the City Manager shall have the authority to require that collections of garbage and refuse be made more frequently than weekly for particular residential premises or commercial businesses or institutions.

(b) Use of Garbage Bags and Cans. When placed for collection pursuant to Section 1060.04(c), garbage and refuse shall be in standard garbage bags with a capacity of not more than fifty gallons. Said bags shall be placed in standard garbage cans on days of noncollection, but may be removed from cans and sealed immediately before being placed for collection.

(c) Responsibility for Disposal.

- (1) The owners and occupants of any premises within the City shall be responsible for the sanitary condition of such premises, and no person shall place or deposit or allow to be placed or deposited, or accumulate or allow to be accumulated, on his or her premises, any solid waste except as authorized by the terms of this chapter or any other applicable ordinances, laws, rules or regulations.
- (2) No person shall deposit, place or leave any solid waste on the premises of another person, and no person shall bury solid waste anywhere in the City.
- (3) Any person generating or disposing of solid waste not covered by this chapter shall make arrangements for the collection and disposal of such solid waste and shall comply in all respects with the terms of this chapter and all other applicable laws, rules and regulations.
- (4) A person generating building materials shall be responsible for the proper and lawful disposal of such building materials. Such building materials may be disposed of at the Landfill through the City only if such building materials were generated within the corporate limits of the City. No contractors, commercial or industrial agents or concerns, nonresidents, or residents not working on a building or dwelling within the City, shall dispose of building materials at the Landfill through the City.
- (5) A mandatory yard waste recycling/composting program is hereby established in the City. Yard waste shall be disposed of pursuant to the rules and regulations for such program established by the City pursuant to Section 1060.03. Yard waste is not eligible for regular collection as refuse.
- (6) All garbage, refuse, rubbish, junk, hazardous waste and building materials which accumulate on any premises and are not disposed of pursuant to this chapter shall be deemed to be a nuisance and shall be subject to the requirements and penalties of Chapter 674 of the General Offenses Code.

- (7) Hazardous waste materials shall not be collected by the City or its duly authorized contractor. The owner, occupant or person in charge of any premises which generate or have custody of any hazardous waste materials shall be solely responsible for the lawful disposal of such materials in accordance with this chapter and all other applicable laws, rules and regulations.
- (8) Containers that are broken or rotted or otherwise fail to meet the requirements of this chapter may be claimed and disposed of as refuse by the City or its duly authorized collection contractor. After notice to the person responsible for such a container, collection from that container may be refused by the City or its duly authorized collection contractor.

(d) Limitation on Quantity. In the promulgation of rules and regulations pursuant to Section 1060.03, the City Manager shall direct the collection of a reasonable quantity of refuse and garbage from hotels, restaurants and other businesses and institutions during a collection period. In the promulgation of such rules and regulations, the City Manager shall have the authority to determine what amounts of refuse and garbage shall be considered reasonable and to refuse to collect amounts determined by the City Manager to be unreasonable.

(e) Collection and Conveyance by Actual Producers and Outside Collectors.

- (1) Requirements for Vehicles. The actual producers of garbage and refuse, or the owners of premises upon which garbage and refuse are accumulated, who desire personally to collect, convey and dispose of such garbage and refuse, and collectors of garbage and refuse from outside the City who desire to convey such garbage and refuse over the streets of the City, shall use a watertight vehicle provided with a tight cover and so operated as to prevent offensive odors seeping therefrom and to prevent the contents of such vehicles from being blown, dropped or spilled therefrom.
- (2) Disposal. Disposal of solid waste by persons pursuant to paragraph (e)(1) hereof shall be made outside the City limits, unless otherwise specifically authorized by the City Manager.

1060.06 COLLECTION AND DISPOSAL OF YARD WASTE.

(a) Purpose. The purpose of this section is to prohibit the improper collection and disposal of yard clippings that are generated on land that is within the corporate jurisdiction of the City and to provide a penalty for those owners of land or solid waste haulers who collect yard clippings generated on land located within the City, except City employees in the performance of City-related duties and except others permitted by the City for City purposes.

Negaunee Cemetery *Garbage*

(b) Prohibitions.

- (1) No person shall dispose of within the City, yard clippings that are not generated on land located within the City.
- (2) No person shall collect for disposal any yard clippings that are generated on land located within the City, except for disposal as provided for herein.

(c) Disposal. All yard clippings shall be disposed of by placing the same into a compost pile. The City Manager shall cause a sign to be erected at the entrance of the City's compost pile describing the hours of operation. Information regarding the hours of operation shall also be maintained at the City Clerk's office.

(d) Interpretation; Conflicts. This section is to be interpreted in conjunction with all other applicable laws. Whenever any provision of this section imposes more stringent requirements, regulations, restrictions or limitations than are imposed or required by the provisions of any other law or ordinance, then the provisions of this section shall govern. Conversely, whenever the provisions of any other law or ordinance impose more stringent requirements, regulations, restrictions or limitations than are imposed by this section, then the provisions of such other law or ordinance shall govern.

1060.07 COLLECTION FEES.

(a) Solid waste shall be picked up and collected pursuant to the provisions of this chapter, subject to payment based on a fee schedule enacted, from time to time, by resolution of Council.

(b) All solid waste collection charges shall be billed by the City Utility Billing Office through its usual billing procedure, unless otherwise directed by rules and regulations promulgated by the City Manager pursuant to Section 1060.03.

(c) Special collection charges shall be levied on a time, equipment, labor and tipping fee basis whenever the City is required to clean up a premises pursuant to Chapter 674 of the General Offenses Code.

1060.08 PAYMENT OF COLLECTION FEES.

(a) All bills for solid waste collection and disposal services must be paid within thirty days from the date of the bill. Any bill not so paid on a timely basis will be subject to the addition of a penalty of one and one-half percent per month of the total amount payable.

(b) Charges for solid waste collection and disposal are hereby made a lien on the premises served, and liens for delinquent charges may be recorded against the property with the office of the County Register of Deeds. If payment is not made within six months of the beginning of the delinquency, the same shall be certified to Council at the regular November meeting of the Council and the amounts so certified and approved by Council shall be spread upon the December tax roll for collection. This procedure shall not apply if a lease has been legally executed, containing a provision that the lessor shall not be liable for payment of solid waste collection and disposal bills accruing subsequent to the filing of the written notice and a copy of the signed lease provided by this section. A written notice with respect to the execution of a lease containing this provision shall be filed with the board, commission or other official in charge of the solid waste collection and disposal system, and twenty days notice shall be given by the lessor of any cancellation, change in or termination of the lease. The written notice shall contain a notation of the expiration date of the lease.

(Ord. Unno. Passed 7-10-96.)

1060.09 OTHER RATES AND CHARGES.

Other rates and charges may, from time to time, be established by resolution of Council.

1060.99 PENALTY.

(EDITOR'S NOTE: See Section 202.99 for general Code penalty if no specific penalty is provided.)

**“Exhibit B”
City of Negaunee Owned Buildings
Garbage Pickup**

City of Negaunee City Buildings

Garbage Pickup

Ice Arena, Rail St. 10x5 Dumpster in Parking lot

DPW Building 5x5 Dumpster, 600 Cherry St. Parking lot (should be 10x5 Dumpster)

City Hall Bags outside on Jackson St.

Fire Hall Bags outside on Pioneer Ave.

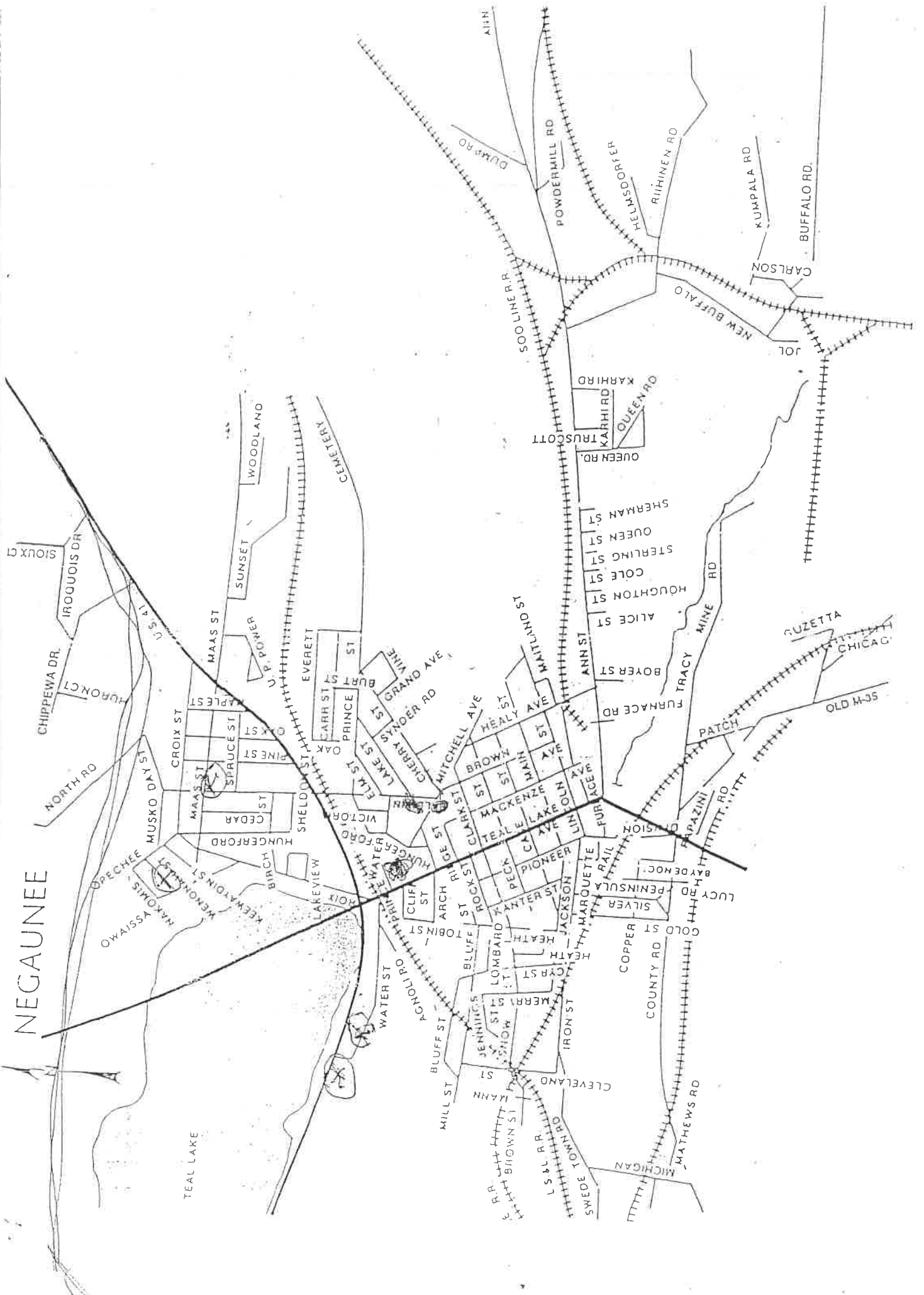
Cemetery 5x5 Dumpster Sexton Building Parking lot

Senior Center 5x5 Dumpster on Tobin St.

Our Parks personnel empty park trash cans and deposit in dumpsters at the Ice Arena and DPW Garage.

**“Exhibit C”
City of Negaunee Route Map
Garbage Pickup**

NEGAUNEE



TEAL LAKE

CEMETERY

CHIPPewa DR.
HURON CT.
IROQUOIS DR.
SIOUX CT.

NIKONIS
ASSIWA
KEMONIA ST.
KEKAYOIN ST.
OPECHEE

MUSKO OJAYS ST.
CROIX ST.
MAAS ST.
MUSKOGEE

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