

Grand Traverse County  
Septage Treatment Facility

**APPLICATION AND HAULER CONTRACT**

BPW Use Only: Date of Contract Approval: Hauler Contract Number: Approved by: _____
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This Application should be completely filled out and the attachments included. It should be submitted to the Director, Grand Traverse County Department of Public Works, 2650 LaFranier, Traverse City, Michigan 49686. Please allow five (5) business days to review the application. When approved by the Director, this Application will constitute a contract between the Grand Traverse County Board of Public Works (BPW) and Company identified in the Company Information block below and will continue in force and effect in accordance with its terms. The terms “Company” and “Hauler” are used interchangeably in this contract. The term BPW used in this Contract includes the Board of Public Works and the Department of Public Works.

**PART ONE: GENERAL CONTRACT PROVISIONS**

Company's Full Name:	
Address:	Email:
City / State / Zip:	
Telephone No:	
Name of Person Signing Application:	
The Company is (select one):	
<input type="checkbox"/>	Michigan Corporation Name of President:
<input type="checkbox"/>	Michigan Co-partnership Names of Partners:
<input type="checkbox"/>	Michigan Limited Liability Company Names of Members:
<input type="checkbox"/>	Sole Proprietorship Name of Owner:
<input type="checkbox"/>	Other (Explain)
Company's Federal Employer Identification Number:	
Name DEQ Septage Hauler License is issued:	
Number of DEQ Septage Hauler License:	
Date DEQ Hauler Septage Hauler License Expires:	

Each Hauler must have at least one registered driver who will actually unload Hauler's loads of septage, holding tank waste and grease at the Septage Treatment Facility. Each registered driver must have completed the training program conducted by the BPW and OMI at the Facility. Upon approval of this contract each registered driver will receive a card to operate the Facility. Use of the card by a registered driver obligates the Hauler to pay all charges incurred using the card unless the Hauler has notified the BPW in writing to cancel the card. List the names of drivers who have completed the approved training course whom you wish registered to use the Facility. Additional drivers may be registered at any time after completing training. The first card for a driver is free; a new card to replace cards destroyed, lost or unaccounted is \$25.00. When the contract is approved, cards may be picked up at the BPW office; each driver must sign for the card issued to him at the BPW office

#### Driver Registration

Driver Name: Driver Address: Date Course Completed:
Driver Name: Driver Address: Date Course Completed:
Driver Name: Driver Address: Date Course Completed:

#### Credit Information

Each Hauler must either register a credit card or establish a charge account escrow, or both. The credit card sets a maximum amount which can be charged as agreed between the card-holder and the issuing institution. The amount of the escrow deposit sets the maximum which can be charged on the Hauler's account. See **PART TWO: CREDIT CARD AGREEMENT** and **PART THREE: CHARGE ACCOUNT ESCROW AGREEMENT**

Regardless of the payment method selected, the Hauler is responsible for the prompt payment to BPW of all charges incurred at the Facility or arising out of a delivery by the Hauler to the Facility. These include all of the costs of testing, evaluation, and treatment of all material delivered

to the Facility as well as all damages to the Facility caused by the Hauler or its employees (including but not limited to registered drivers), and the actual costs of collection including attorneys' fees of amounts found to be due to BPW.

#### Additional Terms

When approved by the Director of the BPW, the completed application constitutes a contract between the Hauler identified above and the Grand Traverse County Board of Public Works (BPW) as set forth above, and as follows:

1. Use of Facility

BPW grants to Hauler the right to use the Grand Traverse Septage Treatment Facility for the reception, treatment, and disposal of septage, holding tank, grease trap, and pre-approved special waste to be delivered to the Facility by the Hauler. This right shall be non-exclusive subject to the operational conditions of the treatment plant and the Rules and Regulations of the Facility in effect from time to time.

2. Compliance

In its use of the Facility, Hauler agrees to comply with the provisions of the Uniform Septage Control Ordinance of 2004 as amended from time to time. A copy of the Ordinance is attached as Exhibit 1 to this Agreement and its requirements are incorporated by reference. Hauler further agrees to comply with the terms of this Contract, the Rules and Regulations of the Facility, and all directions for use of the Facility adopted by the Facility operator and instructions from Facility operating personnel. This includes, but is not limited to, fully filling out a Hauler Manifest for waste delivered to the Facility. The Manifest has been created by the BPW and may be amended from time to time at the BPW's sole discretion. The current Manifest is attached as Exhibit 2 to this Agreement.

3. Hours of Operation

The Facility's initial hours of operation shall be 24 hours a day, 365 days a year. The BPW shall have the right to vary the hours of operation depending on the needs of the system from time to time and shall give reasonable notice to Hauler. The BPW and the operator of the Facility shall have the right to take emergency action including limiting the use of the facility or closing it altogether if the BPW shall determine in its sole discretion that it is necessary to take action to protect the integrity of the system or the public health, or the welfare of the environment, or to comply with the request or order of governmental authorities with jurisdiction over the Facility.

4. No Damages

Actions by the BPW and the operator of the Facility authorized or permitted under this Contract shall give rise to no cause of action on the part of the Hauler it being understood that

BPW's activities are being conducted on a "best efforts" basis and that no particular level of service is guaranteed by BPW.

5. Hold Harmless

Hauler agrees to hold the County of Grand Traverse, its Boards and Commissions, agents, employees, and subcontractors, and the City of Traverse City, its Boards and Commissions, agents, employees and subcontractors harmless from all costs, expenses and liability incurred or threatened against any of them with respect to Hauler's collection, transportation, and delivery of septage, holding tank, grease trap, or other waste.

6. No Representation or Guarantee

By entering into this contract with Hauler, BPW does not make any representation or warranty concerning the ability or qualifications of the Hauler to conduct its business.

7. Equipment Operation

Hauler agrees to maintain Hauler's equipment used at the Facility in clean, sound, sanitary condition and repair. No truck operated by Hauler in whole or in part for delivery of septage, holding tank or grease waste to the Facility shall be operated in leaking condition or shall discharge waste upon the approach to the Septage Treatment Facility or at any location apart from the designated location at the Facility. Spills upon the premises of the Facility shall be immediately reported to the operator and the Hauler shall take such action as may be directed by the operator to correct the condition.

8. Odor Control

The Hauler understands and agrees that control of odor at the Facility is of paramount importance. The Hauler agrees to discharge waste at the Facility only in the unload building with the doors closed for effective odor removal, except as may be directed by the operator of the Facility. Any Hauler receiving a complaint of odor from any person concerning the activities of the Hauler in the approach to or at the Facility shall immediately notify the Director of the BPW so that corrective action may be taken.

9. Enforcement, Suspension and Termination

BPW shall have the right to enforce the terms of this Contract through injunctive relief or seek damages for any breach of this Contract in a court of competent jurisdiction. BPW shall also have the right to suspend, limit, restrict or terminate Hauler's privileges under this Contract if the BPW determines that Hauler's conduct or omissions have violated the terms of the Uniform Septage Control Ordinance of 2004, the terms and conditions of this Contract, the Rules and Regulations of the Facility, or have otherwise tended to impair the operation of the Facility or to bring its operation

into disrepute. Failure to properly and fully fill out the manifest or to maintain vehicles used to discharge at the facility in clean, sound, sanitary condition is understood to have such a tendency.

- A. A suspension or restriction of privileges lasting three (3) days or less may be administratively imposed upon the Hauler by the Director of the BPW upon his determination without a hearing. No Hauler shall have his privileges restricted or suspended for more than three (3) business days in any calendar month without the hearing provided in this Contract.
- B. If the Director seeks to restrict or suspend Hauler's privileges for more than three (3) days in a calendar month, or to terminate this Contract, the Director shall first afford the Hauler a hearing before a committee appointed by the Board of Public Works for the purpose. After affording the Hauler a hearing, the Committee may take such action it deems appropriate including suspension or restriction of the Hauler's privileges, or termination of this Contract.
- C. Restriction of privileges may include, but are not limited to, requiring the Hauler only to discharge during certain hours when an operator is available to monitor Hauler's activities, additional training of Hauler's personnel, and special reporting requirements by Haulers.
- D. If the BPW prevails in any court action to enforce the terms of this Agreement, the BPW shall be entitled to reimbursement for its costs and reasonable attorney's fees (including any appeals).

10. Term of Contract (The automatic renewal provision has been removed)

The initial term of this contract shall be three (3) years from the date of approval set forth at the beginning of this Contract. All charges due by Hauler to BPW shall be paid on or before the date of termination. All rights vested in the parties shall remain in effect following termination until the obligations are satisfied. The BPW may terminate this contract, or deny renewal, only for cause. Hauler shall maintain all licenses required for the operation of his business in full force and effect. Hauler shall provide to BPW copies of license renewal and shall advise BPW of any adverse action taken by regulatory authorities with respect to Hauler's DEQ Hauler License.

11. Terms of Contract

The terms and conditions of this Contract applicable to all haulers having contracts may be unilaterally amended by BPW upon written notice to Hauler thirty (30) days in advance of the coming into effect of the contract amendment.

12. Drivers

Cards permitting access to the Unload Building shall be issued to drivers designated by Hauler who have completed the training program provided by BPW and OMI. The card will uniquely identify the Hauler and the name of the driver. Use of this card by any person obligates the Hauler to pay all charges incurred with respect to the driver's use of the Facility. Driver's cards shall be used only by the driver to whom they were issued. The BPW shall cancel the access privileges accorded to the card upon written request by Hauler. Requests made outside of regular business hours will be effective as of the first business day following. The BPW may establish from time to time a fee for issuing replacement cards for cards which are damaged, lost, or otherwise unaccounted.

13. Credit Information

Hauler consents to BPW's obtaining one or more credit reports or credit investigations on Hauler from time to time as BPW deems appropriate provided that BPW shall bear all of the costs thereof. Hauler further consents to the disclosure by any financial institution of account information regarding any credit card designated by Hauler for payment of the obligations under this Contract under PART TWO or at which a special escrow account has been established or designated under PART THREE.

14. Insurance Requirement

Hauler agrees to maintain and keep in force third-party liability insurance insuring against loss or damage to person or property arising out of Hauler's operations, including damage or loss to the Septage Treatment Facility, and to add the BPW as an additional insured on the liability insurance. Hauler shall provide to BPW prior to approval of this Contract a certificate of insurance attesting to insurance meeting the minimum standards of this Contract and to supply further certificates whenever such insurance is modified or renewed. BPW has the right to set insurance requirements under this contract from time to time; at the present time the BPW has set minimum insurance requirements of \$100,000 per occurrence and \$300,000 for more than one occurrence, with a general liability umbrella policy of \$1,000,000.

Name of Insurance Agent:
Insurance Agent Tx:
Policy Number:
Policy Limits:
<input type="checkbox"/> Certificate of Insurance attached
<input type="checkbox"/> Certificate to be provided by agent

**PART TWO: CREDIT CARD AGREEMENT**

Name on Credit Card:
Credit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Master Card
3 Digit Code Number:
Credit Card Number:
Date of Expiration:
Credit Limit on this Card:
<input type="checkbox"/> Credit Card Impression Required
Use of the credit card is subject to the terms of the Credit Card Agreement.
Note: If Name on Credit Card is different than Hauler name, a separate credit application is required and is subject to separate approval.

By completing this Part Two, the Hauler specifically authorizes BPW to charge the credit card identified above for all deliveries to the Grand Traverse Septage Treatment Facility by the Hauler when the option “credit card charge” is selected by a driver in possession of a valid registration card issued to Hauler’s account by the BPW. Hauler agrees to keep such credit card account in good standing and to observe the rules, regulations, and contract with his credit card issuer.

BPW agrees to accept such credit charge as provisional payment of Hauler’s obligation. In the event the charges are not paid to BPW or the credit allowed to BPW is reversed or disputed, Hauler agrees to pay said charges upon demand to BPW and to pay all costs incurred by BPW in collecting the obligation including actual attorney fees.

**PART THREE: CHARGE ACCOUNT ESCROW AGREEMENT**

Name of Bank:
Branch:
Address of Branch:
Name on Account:
Account Number:
Amount Placed in Escrow:
<input type="checkbox"/> Copy of void check or deposit ticket attached
The charge account and escrow account is subject to the terms of the Charge Account Escrow Agreement.

By completing this PART THREE, Hauler requests BPW to accept the designation of a special account with the financial institution identified above. It is understood and agreed that the amount deposited in the account and any interest thereon shall be and remain the property of the Hauler. The special account shall stand as security for payment of all obligations of Hauler to BPW as provided in this Contract. Hauler understands and agrees that Hauler's credit limit for his charge account is equal to the balance of the special account.

Hauler agrees to make payment of all amounts charged to Hauler's account at the Grand Traverse County Septage Treatment Facility no later than the 10<sup>th</sup> of the month following the month in which the charges were incurred at the offices of the BPW described above. Hauler agrees that the balance of charges due to BPW, billed and unbilled, shall not at any time exceed the balance of the special account designated above. BPW reserves the right to charge a five percent (5%) late fee on any balance not paid by the 10<sup>th</sup> of the month as provided above.

Hauler's charge privileges may be restricted or suspended if BPW determines, in its sole discretion that Hauler has violated the terms and conditions of his Contract or the Rules and Regulations of the Facility.

If Hauler shall make timely payment of all charges to Hauler's account during a calendar year, BPW agrees to rebate to Hauler not later than February 28 of the succeeding year an amount equal to One and Three Tenths Percent (1.3%) of the total payments made under the charge account. This provision does not apply to charges made with a credit card as provided in PART TWO of this Contract.

If Hauler shall fail to make any payment when due, and shall fail to cure the default within Seven (7) days following written notice by BPW to Hauler, then BPW shall have the right to demand and receive payment from the special account of all amounts then due to BPW from Hauler including amounts which have been charged but not billed to Hauler.

Hauler may terminate the special account at any time upon thirty (30) days written notice to BPW provided that all costs and charges incurred between Hauler and BPW have been paid in full. If BPW shall receive a written notice to terminate the special account in accordance with this paragraph and shall fail to object in writing to Hauler and the designated financial institution within said thirty (30) day period then BPW shall be deemed to have waived any objection thereto.

Hauler hereby designates BPW as Hauler's agent to take all actions with respect to the special account which may be necessary or convenient to effectuate the intent of this PART THREE.

Application Submitted:

(Company Name)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Authorized Officer

Application Approved:

Grand Traverse County Department of Public Works

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Director

Date:

**EXHIBIT 1**

**Uniform Septage Control Ordinance of 2004**

**CHARTER TOWNSHIP OF GARFIELD  
UNIFORM SEPTAGE CONTROL ORDINANCE OF 2004  
ORDINANCE No:**

**AN ORDINANCE TO REGULATE THE USE OF SEPTIC AND HOLDING TANKS, TO PROHIBIT THE DISCHARGE OF SEPTAGE ON THE GROUND SURFACE AND TO REQUIRE THE TREATMENT OF TOWNSHIP SEPTAGE AT THE GRAND TRAVERSE COUNTY SEPTAGE TREATMENT FACILITY**

The Charter Township of Garfield Ordains:

WHEREAS following one or more public hearings and presentations before the Township by the Grand Traverse County Board of Public Works, its engineers and others, the Township hereby makes the following legislative findings of fact:

A. The present and future discharge of untreated septage upon the ground surface creates a threat to the public health through the transmission of disease found in untreated human waste, and

B. The present and future discharge of untreated septage upon the ground surface threatens contamination of the surface and ground waters of the State and the lands surrounding the discharge, and

C. With the increase of development of land for residential use within the Township and in surrounding townships, the number of sites available for the safe disposal of untreated septage upon the ground surface within the Township decreases year by year, and

D. Winter weather in the Township and in the surrounding townships effectively prohibits the safe and proper discharge of septage upon the frozen ground surface inhibiting the pumping of septic tanks and holding tanks within the Township during the winter months, and

WHEREAS the Township has determined that the regulation of the use of septic and holding tanks and the discharge of untreated septage and holding tank waste is necessary in order to protect the health, safety, and general welfare of the Township=s residents and visitors, and

WHEREAS the Grand Traverse County Board of Public Works has undertaken the construction of a Septage Treatment Facility which, when completed, will provide safe and effective treatment of septage and holding tank waste including grease trap waste, and

WHEREAS the Township has entered into or will soon enter into a contract with the Grand Traverse County Board of Public Works to make that Septage Treatment Facility available for haulers pumping septage or holding tank waste or both within the Township, said Facility being lawfully able to accept all of such septic tank waste,

NOW, THEREFORE,

1. **TITLE**

This Ordinance may be known and cited as the Uniform Septage Control Ordinance of 2004.

2. **NO LAND DISCHARGE**

Upon the Effective Date, as described below, it shall be unlawful for any person to discharge untreated septage or holding tank waste upon any lands within the Township except as may be permitted in section 7 below. Biosolids produced by the Septage Treatment Facility are treated, and are not subject to the limitation of this paragraph.

3. **FACILITY**

The Township hereby designates the Grand Traverse County Septage Treatment Facility for deposit and treatment of all septage and holding tank waste collected within the Township. All Septage Haulers collecting septage or holding tank waste within the Township shall transport that waste to the Facility and pay the treatment charges therefor in accordance with the rules and regulations of the Treatment Facility.

4. **NO DISCHARGE OF PROHIBITED SUBSTANCE**

No person shall discharge directly or indirectly into any septic or holding tank within the Township any prohibited substance or material other than domestic strength wastewater; domestic strength wastewater includes household products in customary concentrations.

**5. NO TRANSPORTATION OF PROHIBITED SUBSTANCE**

No person shall transport or cause another to transport septage or holding tank waste containing a prohibited substance as defined herein to the Septage Treatment Facility unless the character of the waste is fully disclosed to the hauler and the Septage Treatment Facility before pumping, transportation, or receipt, as the case may be; any person causing another to transport or treat any septage or holding tank waste containing a prohibited substance shall be responsible for all of the costs incurred in connection with such transportation, testing, storing, and treatment of such waste.

**6. LIABILITY FOR COSTS**

The owner of premises upon which is located any septic or holding tank containing a prohibited substance as defined herein or material other than domestic strength wastewater shall be responsible for all of the costs incurred by the Township, any person, any hauler or treatment facility in transporting, testing, storing, and treating any such waste. The charges for services which are under the provisions of Act 178 Public Acts of Michigan 1939 as amended are made a lien on all premises from which said septage or holding tank waste originated unless notice is given that a tenant is responsible, are hereby recognized to constitute such a lien and whenever any such charge against any piece of property shall be delinquent for six (6) months the Township official or officials in charge of the collection thereof shall certify annually, on September 1<sup>st</sup> of each year, to the tax assessing officer of the Township the facts of such delinquency, whereupon such charge shall be by him entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced, in the same manner as general Township taxes against such premises are collected and the lien thereof enforced; provided, however, where notice is given that a tenant is responsible for such charges and services by delivering to the Grand Traverse County Department of Public Works an affidavit deposing that a lease has been executed containing a provision that the lessor is not responsible for the payment of any charges for septage or holding tank services rendered to the premises no such lien shall attach during the term of the lease. The Township and the Department of Public Works shall have the right to refuse service to any premises in the event of any unpaid charges with respect to such premises under this section.

**7. ORDINANCE DOES NOT APPLY**

The restrictions of this Ordinance requiring treatment of septage and holding tank waste shall not apply to the owner of real property who services his or her own septic tank, portable toilet, or holding tank and who disposes of the resulting septage or holding tank waste upon the property upon which it originates provided that the parcel which is the source and destination of the septage is more than twenty (20) acres in size and meets the additional requirements of state law as provided in CL 324.11704 as amended from time to time.

**8. D.P.W. NOTICE**

The provisions of this Ordinance shall take effect thirty (30) days following publication in accordance with law, provided that enforcement of the terms hereof shall be suspended until the thirty-first (31<sup>st</sup>) day following publication in the Traverse City Record Eagle of a notice by the Grand Traverse County Board of Public Works that the Septage Treatment Facility is open to the public for the receipt of septage and holding tank waste. On the thirty-first (31<sup>st</sup>) day following publication of said notice, enforcement of this Ordinance shall begin.

**9. SEVERABILITY**

Whenever possible, each provision of this Ordinance should be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Ordinance.

**10. VIOLATIONS AND PENALTIES.**

**10.1 Municipal Civil Infraction**

Any person who violates any provision of this Ordinance shall be responsible for a municipal civil infraction as defined in Public Act 12 of 1994, CL 600.113 and shall be subject to the following penalties:

10.1.1 For a first offense, the offender shall pay a fine of One Hundred and 00/100 (\$100.00) Dollars.

10.1.2 For a second or subsequent offense within ten (10) years of the date on which the person was found responsible for the first violation, the offender shall pay a fine of Five Hundred (\$500.00) Dollars.

10.1.3 Each day this Ordinance is violated shall be considered a separate violation.

**10.2 Township Supervisor**

The Township Supervisor is hereby designated as the authorized official to issue municipal civil infraction citations directing alleged violators of this Ordinance to appear in court.

### 10.3 Nuisance Per Se

A violation of this Ordinance is hereby declared to be a nuisance per se and is declared to be offensive to the public health, safety and welfare.

### 10.4 Civil Action

In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding the Township may initiate proceedings in the Circuit Court to abate or eliminate the nuisance per se or any other violation of this Ordinance.

## 11. DEFINITIONS

As used in this Ordinance, the following definitions apply:

### 11.1 Biosolids

Biosolids are the solid or semi-solid portion of septage and holding tank waste following treatment at the Septage Treatment Facility.

### 11.2 Holding Tank Waste

Holding tank waste is any human excrement or other domestic or food service or restaurant waste or other material stored in one or more tanks permitted as a holding tank by the county health department in the county in which the tank is located which is not connected to a drain field or leaching field.

### 11.3 Person

Person includes natural persons, firms, associations, corporations, partnerships, limited liability companies, trusts, and all other entities.

### 11.4 Septage

Septage is any human excrement, other domestic or restaurant waste or other material or substance removed from a portable toilet, septic tank, seepage pit, cesspool, septage lift station, or other enclosure used for the storage or decomposition of septage waste. Septage includes waste removed from grease traps which are a part of a food service or restaurant facility. Septage excludes waste removed from holding tanks. Septage excludes industrial waste, medical

waste, or hazardous waste regulated under the Michigan Natural Resources and Environmental Protection Act CL 324.8501 et seq.

### **11.5 Septage Hauler**

A person required to be licensed as a Septage Waste Servicer under CL 324.11701 et seq. or under successor legislation.

### **11.6 Septage Treatment Facility**

The Septage Treatment Facility is composed of the facility located at 1717 Ahlberg Road, Traverse City, Michigan 49686, those portions of the sanitary sewer system used to transport the effluent from the facility to the Traverse City Regional Wastewater Treatment Plant, and the Traverse City Regional Wastewater Treatment Plant.

### **11.7 Prohibited Substance:**

11.7.1 Any substance which, alone or by interaction with other substances, will create the risk of fire or explosion hazard in the septic tank, or holding tank, collection pumper or at the septage treatment facility, or any gasoline or other petroleum product, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides or sulfides;

11.7.2 Any substance having any corrosive property capable of causing damage or hazard to structure, equipment and personnel of the septic tank, or holding tank, collection pumper, or septage treatment facility including, but not limited to, concentrated acids, alkalis, chlorides, sulfides, fluoride compounds and any iron pickling wastes or concentrated plating solutions whether neutralized or not;

11.7.3 Any solid or viscous pollutants in amounts which will cause obstruction to the flow in the septic tank or holding tank, collection pumper or treatment facility or cause other interference with the proper operation of the septic tank or holding tank, collection pumper or septage treatment facility. Prohibited substance also includes any garbage except domestic wastewater discharged from garbage disposal units in private dwellings that has been ground or comminuted to such a degree that all particles float or carry freely in suspension. Prohibited substance also includes waste which contains particles of a size greater than one-half (1/2) inch in any dimension; other wastes including, but not limited to, bones, hair, hides, or flesh, whole blood, recognizable portions of the human anatomy, tissue fluids, entrails, ashes, cinders, mud, straw, sand, wood, grass clippings, spent lime, stone or marble dust, shavings, metal, glass, rags, feathers, tar, asphalt residues, spent

grains, spent hops, waste paper, styrofoam, disposable diapers, and residues from refining or processing of fuel or lubricating oil;

11.7.4 Pollutants which result in the presence of toxic gases, vapors or fumes within the septic tank, collection pumper, or septage treatment facility in a quantity, either singly or by interaction with other pollutants, that may cause acute worker health and safety problems, or interference with the collection system and treatment plant or that exceed standards promulgated by either the Environmental Protection Agency, or the State pursuant to any applicable statutory provisions;

11.7.5 Any waters or wastes containing suspended solids or dissolved matter such character and quantity that unusual attention or expense is required to handle such materials in the collection system and septage treatment facility;

11.7.6 Any water or wastes containing algicides, fungicides, herbicides, antibiotics or other pharmaceuticals, insecticides, strong oxidizing agents or strong reducing agents;

11.7.7 Any wastes requiring an excessive quantity of chlorine or other chemical compound used for disinfection purposes or excessive treatment in order to meet the discharge requirements of the collection system and treatment plant;

11.7.8 Any water or waste containing substances which are not amenable to treatment or which causes the treatment plant effluent to fail to meet the applicable discharge requirements and limitations;

11.7.9 Any substance which may cause sludge to be unsuitable for reclamation and reuse, or which may interfere with the reclamation process of the septage treatment facility or which may preclude the treatment plant from selecting the most cost-effective alternative for sludge disposal or which may cause the treatment plant to be in noncompliance with sludge use or disposal criteria established by state or federal regulation;

11.7.10 Detectable concentrations of arsenic, cadmium, chromium, copper, cyanide, lead, nickel, phosphorus, silver, zinc, sulfides or sulphates, (except as the same may be present in trace amounts in domestic or household products) oil, grease, mercury or polychlorinated biphenols (PCBs), ethylene glycol-based antifreeze;

11.7.11 Any liquid industrial waste, medical waste, or hazardous waste regulated under the Michigan Natural Resources and Environmental Protection Act.

### **Certification**

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. \_\_\_\_\_ first presented to the Township Board on \_\_\_\_\_ following publication in the Traverse City Record Eagle.

I further certify that the Ordinance was duly adopted by the Township Board of the Charter Township of Garfield, County of Grand Traverse, Michigan at a regular/special meeting held \_\_\_\_\_, at which all members were present except:

Moved by:

Supported By:

The vote was as follows:

In Favor:

Opposed:

Abstaining:

I further certify that the meeting was conducted, and public notice there was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), minutes of such meetings were kept and will be made available as required by law and that said ordinance has been recorded in the Ordinance Book of the Township and that such recording has been authenticated by the signatures of the Supervisor and Township Clerk.

\_\_\_\_\_  
Township Clerk  
Date of Certification:

**Exhibit # 2**

**Hauler Manifest**



**GRAND TRAVERSE COUNTY DPW**  
**Septage Treatment Facility**  
**HAULER MANIFEST**



2650 LaFranier Road ~ Traverse City MI ~ 49686-8972  
 (231) 995-6039 ~ F(231) 929-7226

<b>HAULER RECEIPT</b>	<b>PLEASE PRINT</b>	
	Customer Name	
	Street Address	
	Antrim <input type="checkbox"/>	Septic Tank <input type="checkbox"/>
	Benzie <input type="checkbox"/>	Holding Tank <input type="checkbox"/>
	Grand Traverse <input type="checkbox"/>	Portable Toilet <input type="checkbox"/>
	Kalkaska <input type="checkbox"/>	Grease <input type="checkbox"/>
	Leelanau <input type="checkbox"/>	Special Waste <input type="checkbox"/>
	Wexford <input type="checkbox"/>	<b>GALLONS</b> _____
	Customer Name	
	Street Address	
Antrim <input type="checkbox"/>	Septic Tank <input type="checkbox"/>	
Benzie <input type="checkbox"/>	Holding Tank <input type="checkbox"/>	
Grand Traverse <input type="checkbox"/>	Portable Toilet <input type="checkbox"/>	
Kalkaska <input type="checkbox"/>	Grease <input type="checkbox"/>	
Leelanau <input type="checkbox"/>	Special Waste <input type="checkbox"/>	
Wexford <input type="checkbox"/>	<b>GALLONS</b> _____	
	Customer Name	
	Street Address	
	Antrim <input type="checkbox"/>	Septic Tank <input type="checkbox"/>
	Benzie <input type="checkbox"/>	Holding Tank <input type="checkbox"/>
	Grand Traverse <input type="checkbox"/>	Portable Toilet <input type="checkbox"/>
	Kalkaska <input type="checkbox"/>	Grease <input type="checkbox"/>
	Leelanau <input type="checkbox"/>	Special Waste <input type="checkbox"/>
	Wexford <input type="checkbox"/>	<b>GALLONS</b> _____
	Customer Name	
	Street Address	
Antrim <input type="checkbox"/>	Septic Tank <input type="checkbox"/>	
Benzie <input type="checkbox"/>	Holding Tank <input type="checkbox"/>	
Grand Traverse <input type="checkbox"/>	Portable Toilet <input type="checkbox"/>	
Kalkaska <input type="checkbox"/>	Grease <input type="checkbox"/>	
Leelanau <input type="checkbox"/>	Special Waste <input type="checkbox"/>	
Wexford <input type="checkbox"/>	<b>GALLONS</b> _____	
	Customer Name	
	Street Address	
	Antrim <input type="checkbox"/>	Septic Tank <input type="checkbox"/>
	Benzie <input type="checkbox"/>	Holding Tank <input type="checkbox"/>
	Grand Traverse <input type="checkbox"/>	Portable Toilet <input type="checkbox"/>
	Kalkaska <input type="checkbox"/>	Grease <input type="checkbox"/>
	Leelanau <input type="checkbox"/>	Special Waste <input type="checkbox"/>
	Wexford <input type="checkbox"/>	<b>GALLONS</b> _____
	Customer Name	
	Street Address	
Antrim <input type="checkbox"/>	Septic Tank <input type="checkbox"/>	
Benzie <input type="checkbox"/>	Holding Tank <input type="checkbox"/>	
Grand Traverse <input type="checkbox"/>	Portable Toilet <input type="checkbox"/>	
Kalkaska <input type="checkbox"/>	Grease <input type="checkbox"/>	
Leelanau <input type="checkbox"/>	Special Waste <input type="checkbox"/>	
Wexford <input type="checkbox"/>	<b>GALLONS</b> _____	

DISCHARGE STATEMENT: All waste hereby discharged to the Grand Traverse County Septage Treatment Facility (GTCSTF) is non-hazardous and all the above information is accurate and inclusive, to the best of my knowledge. Furthermore, I have been informed of the consequences and liabilities associated with the illegal discharge of HAZARDOUS WASTE into the Grand Traverse County Septage Treatment Facility by my supervisor and/or GTCSTF personnel.

**Hauler Company:** \_\_\_\_\_

**Hauling Company Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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