

SOLID WASTE COLLECTION AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into as of the ____ day of June, 2008 by and between the Village of Mayville, located at 5950 Fox Street, Mayville, Michigan 48744, a municipal corporation of the State of Michigan, (hereinafter referred to as the "Village"), and Republic Services of Mid-Michigan, LLC, located at 8247 W. Vienna Road, P.O. Box 3099 Montrose, Michigan 48457, a Michigan corporation, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Village is desirous of securing the services of Contractor to provide residential collection and disposal of solid waste for and on behalf of the Village and Contractor desires to provide said services;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. General Scope of Collection Services. The work under this Agreement shall consist of the following (herein collectively called "Collection Services"): Contractor shall collect all normal Type II household solid waste placed curbside/roadside, once per week. This service shall also include one bulky item; and brush and/or tree branches greater than 2 inches but not to exceed 4" in diameter bundled in lengths of five feet or less in reasonable amounts each week.
 - 1.1 Solid Waste Collection. All refuse shall be bagged and placed within a bag and/or can. Bag/can's must be placed curbside prior to 6:00 AM on the designated collection day. No bag and/or can shall exceed fifty (50) pounds in weight nor exceed four (4) feet in length. Weekly service shall include one (1) bulky or large item per week provided that residents call Contractors offices in advance so they can dispatch the appropriate equipment. Residents may arrange for a special pick-up of additional bulky items for a fee of \$10.00/item, payable in advance.
 - 1.2 Bulky Items. The term "Bulky Item" shall include such items as stoves, water tanks, washing machines, furniture, swing sets, patio furniture, chairs, couches, bedsprings, water heaters and other large waste materials. Those items containing CFC's (freon baring appliances such as

refrigerators, air conditioners, and freezers) must be tagged by a certified technician that the freon has been removed. For public health and safety reasons, we request the doors be removed prior to placing them curbside.

- 1.3 Prohibited Items. Neither the term solid waste nor "bulky Item" shall include the following (but not limited to): hazardous materials; liquids of any kind; yard waste mixed with refuse, carbonated beverage container; automobile/truck parts including whole tires; stone, rock, dirt, steel, iron; large amounts of construction/demolition materials and any material banned in Michigan landfills as determined by State Statute.
- 1.4 Curbside Recycling. Contractor shall provide collection of curbside recycling materials on the same day as the solid waste collection on a bi-weekly basis. One (1) eighteen (18) gallon recycling bin will be provided to each participating household. The materials to be recycled include: newsprint and inserts; glass bottles and jars; Magazines and glossy catalogs; phone book; steel, tin & aluminum food containers; plastics # 1 and # 2; cardboard; and office paper and junk mail. Contractor shall retain any and all revenues, if any, from the processing and marketing of recyclables.
- 1.5 Handicapped Services. Handicapped individuals may request side door service provided they submit documented proof of their handicap and do not reside on a private drive. This service will be provided as a courtesy to the Village at no additional charge.
- 1.6 Private Drives. All homes residing on private drives must place their refuse at the end of the private drive for collection. Contractor may agree to collect on the private drive provided that the residence has enough space turn around and ALL homes on that private road/drive sign a waiver releasing Contractor from any liability should damage occur to their property while providing service.

2. Operations

- 2.1 Hours of Operation – Collection Services shall not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Village and the Contractor or when it is reasonably determined by Collection that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

2.2 Routes of Collection. Collection routes and schedules with the Village shall be established by the Contractor.

2.3 Holidays. The following shall be holidays for purposes of this Agreement:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, in which case the Village residents will be serviced on the next working day during the week in which the holiday occurs.

2.4 Disposal – All solid waste collected for disposal by the Contractor shall be hauled to the Brent Run Sanitary Landfill located in Montrose Township, Michigan (the "Disposal Site").

2.5 Contact Information. Contractor will have regular hours of 8:00 AM through 5:00 PM Monday through Friday to answer all questions and complaints, if any, that the Village residents may have. Residents may contact the Contractor's office locally at

2.6 Methods for Handling Barriers to Collection. Should a street be closed due to construction, Contractor will dispatch a lightweight vehicle, such as a pick-up truck, to collect those households that may be affected by the construction. If the lightweight vehicle still cannot provide collection, Contractor will perform manual collection of the street. Contractor respectfully requests the Village to inform the Company prior to any planned road construction or revisions, so that we can adjust our collections appropriately.

3. Compensation.

3.1 Rates. The Village shall pay Contractor on a monthly basis amounts for Collection Services hereunder, regardless of participation by the Village residents, at the rates as set forth below:

Year One: \$7.50/unit/month (\$22.50/unit/quarter)

This rate shall be adjusted and compounded annually at the rate of 3%.

4. Additional Possible Fees

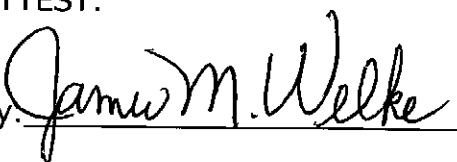
- 4.1 The rates, upon thirty (30) days written notice shall also be increased due to additional taxes, charges, surcharges and fees imposed by governmental authorities on the collection services or the disposal site after the date hereof and due to laws, rules, regulations and ordinances which are passed after the date hereof or the interpretation or enforcement of which has changed after the date hereof which have the effect of increasing the Collection Services or the Disposal Site's direct costs. The fees assessed by the Village shall be renegotiated to reflect the actual costs, made retroactive to the date of the increase, payable upon the next available budget adjustment.
 - 4.2 The Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.
 - 4.3 Fuel Cost Adjustment: Contract is predicated upon a Base Price for Diesel Fuel of \$4.08/gallon. The Fuel Cost Adjustment (FCA), if any, will be based on Contractor's Actual Cost for diesel averaged each month. Should that rolling average go up or down by \$.20/gallon over and above the \$4.08 Base Price for Diesel Fuel at any time during the term of the Contract, an increase or decrease of \$.105/unit per month for each \$0.20/gallon increment and applied for each Residential Service Unit. The FCA will not be limited, and will float up or down as the Contractors cost changes and accumulate as provided for above.
 - 4.4 Invoices, Payment – The Contractor shall bill the Village for Collection Services rendered within ten (10) days following the end of each month and the Village shall pay Contractor within thirty (30) days of receipt of invoice is received. Such billing and payment shall be based on the rates set forth herein, as may be adjusted in accordance herewith. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Village collects from the Village residents for such service.
5. **Term and Termination:** This agreement shall be for a term of three (3) years, commencing on July 1, 2008 and ending on June 30, 2011 unless otherwise extended.
- 5.1 This agreement may be extended for the same terms and conditions as set forth hereto, based upon mutual agreement by the Village and the Contractor, provided prior notification is properly given, by either party, ninety (90) days in advance.

- 5.2 In the event there should occur any material breach or material default in the performance of any covenant or obligation of the Village or the Contractor which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, even of default, or termination of this Agreement, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Agreement.
6. **Insurance:** Contractor shall furnish proof of insurance including Workmen's Compensation, liability, and truck coverage to the Village on an annual basis. Contractor shall also name the Village as additionally insured on all certificates.
7. **Compliance with Law:** The Contractor shall conduct operations under this Agreement in compliance with applicable laws except that this Agreement shall govern the obligations of the Contractor and the Village in the event of any conflicting ordinances of the Village concerning the subject matter hereof. In the event that any Collection Services provided hereunder or portions thereof, are rendered unlawful or impractical pursuant to laws or regulations promulgated by state, local or federal authorities in the future, the Contractor shall, upon notice to the Village, cease providing that service or portions thereof.
8. **Force Majeure:** Except for the payment obligations of the Village hereunder, if the Village or the Contractor is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Village or the Contractor to correct the adverse effect of such event of force majeure.
- 8.1 An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that they delay the Village or the County from performing any of its obligations (other than payment obligations) under this Agreement; including the following:
- 8.1.1 Strikes, work stoppages, and other labor unrest;


- 8.1.2 Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those cause by negligence of the Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and
- 8.1.3 Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.
- 8.2 In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.
- 8.3 The Village will grant such variances in routes and schedules as are reasonably required in the event of force majeure, and will negotiate with the Contractor fees for any additional work, which the Contractor may agree to perform in such event.
9. **Amendments – Conflict:** This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by a written agreement signed by both parties. Any conflict between this Agreement and the Exhibits hereto shall be controlled by this Agreement.
10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
11. **Exclusivity:** The Contractor shall have the sole and exclusive franchise, license and privilege to provide solid waste collection services to all residents within the Village during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers or agents as of the date first above stated.

ATTEST:

By: 

Village of Mayville

By: 
Timothy Sadowski, Village Manager

Republic Services of Mid-Michigan, LLC

By: _____

By: _____

James Webber, General Manager