

SOLID WASTE COLLECTION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 17th day of September 2026, by and between Fremont Township, a municipal corporation, 4850 Mertz Rd. Mayville, Michigan 48744 (hereafter "The Township"), and Tri-County Refuse Service Inc, dba Republic Services of Flint, a Michigan limited liability company, located at 4101 Holiday Drive Flint, MI 48507 (hereafter, the "Contractor").

The Village and Contractor agree as follows:

1. TERM.

The term of this Agreement shall begin on December 1, 2026 (the "Effective Date") and shall expire on November 30, 2031.

This Agreement may be extended upon mutual written agreement by the Township and Contractor.

2. SCOPE OF WORK

The Contractor is granted the sole and exclusive franchise, license and right within the geographic limits of the Township and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide carted refuse and disposal services as specified in this Agreement, and to perform all of the work called for within this Agreement.

3. DEFINITION OF TERMS.

Applicable Law - means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Bulky Items - defined as any item larger than what the Cart can accommodate. This would include items such as stoves, water tanks, washing machines, furniture, swing sets, patio furniture, chairs, couches, bed springs, water heaters, and other large waste materials. Those items containing CFC's (Freon bearing appliances such as refrigerators, air conditioners and freezers) will be collected, at no additional charge.

Cart - The term "cart" shall be defined as one (1) ninety-five (95) gallon wheeled container, for the use by Township Residents to contain their weekly Residential Refuse. Carts will be maintained by Contractor and replaced free of charge if the Carts are damaged due to Contractor's negligence or for normal wear and tear. Normal wear and tear does not include the cleaning of carts. Should a Cart be damaged due to negligence, omission or willful misconduct of the Resident, a replacement charge of \$65.00 will be remitted by resident as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor.

Hazardous Waste (excluded from this Contract)- Hazardous Waste is a form of Excluded Waste ("Excluded Waste") and is defined as any radioactive, volatile, corrosive, highly

flammable, explosive, biomedical, infectious, bio hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

Noncollectable Materials – highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, tires, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted.

Refuse - discarded waste materials in a solid state, consisting of garbage, rubbish or a combination thereof, including waste generated by agricultural operations.

Refuse Cart – is defined as one (1) 95-gallon wheeled cart to contain all refuse, trash, and/or garbage as generated by the resident and/or small commercial entity.

Recyclable Material - solid waste taken out of the waste stream to be reused, such as newsprint, uncontaminated non-hazardous corrugated cardboard, white paper, aluminum, glass, plastic #1, #2, #4, #5, #7, metals, ferrous and non-ferrous metals, glass, etc.

Residential Unit - a group of rooms located within a building and forming a single habitable unit with facilities which are used (or are intended to be used) for living, sleeping, cooking and eating and which are occupied or otherwise habitable.

Yard Waste - Grass clippings, leaves, weeds, hedge clippings, garden waste, Christmas trees and twigs and brush no longer than four (4) feet in length or heavier than fifty (50) pounds in weight and no more than four (4) inches in diameter.

Solid Waste - is any nonhazardous solid waste generated at Village locations that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Excluded Waste.

Waste Material - Waste Material is all Solid Waste that are not excluded by this Agreement.

4. **SERVICE, OPERATIONS AND PERFORMANCE.**

Solid Waste

The Contractor shall continue to provide one (1) ninety-five (95) gallon curb cart (aka tote) to each residential dwelling for the provision of all normal Type II household solid waste placed curbside for collection once per week. All refuse, trash and/or garbage must be placed in Contractor provided cart, should the resident have more refuse than will fit within the cart the resident shall be permitted to place the extra refuse next to the cart for collection.

Residents requesting a second cart must demonstrate their need. This determination of said need will be made at the Contractor's sole discretion. Carts will be maintained by Contractor and replaced, only if the Carts are damaged due to Contractor's negligence or for normal wear and

tear. Normal wear and tear does not include the cleaning of carts; this is the responsibility of the residents. Should a Cart be damaged due to negligence, omission or willful misconduct of the Resident, a replacement charge of \$65.00 will be remitted by resident as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor.

Weekly service shall also include the collection of one (1) bulky item per week. Bulky items shall be bundled, if possible, by the residents in parcels not exceeding 4 feet in length and/or 50 pounds in weight. Residents shall remove doors from all appliances before placing them curbside for collection.

Weekly service also includes one four-yard container at the Township Hall emptied once per week.

5. **DAYS & HOURS OF COLLECTION.**

Normal days and hours of collection are to be Monday through Friday from 7:00 a.m. to 6:00 p.m. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances and upon the mutual agreement of the Township and Contractor. Contractor will not violate Township ordinances.

6. **ROUTES AND SCHEDULE OF COLLECTIONS.**

All routing and scheduling of trucks used by the Contractor for the collection of refuse shall be left to the reasonable discretion of the Contractor and after consultation with the Township.

7. **MISSED COLLECTIONS.**

In the event that a regularly scheduled collection is missed and a complaint received by either the Township or the Contractor, and where no fault can be found on the resident's part, a special collection of the refuse will be required of the Contractor within forty-eight (48) hours. The Township shall notify the Contractor of any complaints it receives within twenty-four (24) hours.

8. **HOLIDAYS.**

Unless notified otherwise, the following holidays will be observed:

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

When a holiday falls on a weekday, there will be no collections on that day, and the rest of that week collection will be one day later than usual.

The suspension of collection service on any holiday in no way relieves the Contractor of its obligation to provide collection service at least once per week.

9. **COMPLAINTS.**

The Contractor shall receive and respond to all complaints regarding services provided under this Agreement. Any complaints received by the Township will be directed to the Contractor's office. Should a complaint go unresolved for longer than seven (7) days, the Township will have the right to demand an explanation or resolution.

Contractor will have regular hours of 8:00 a.m. through 5:00 p.m. to answer all questions and complaints, if any, that the Village residents may have. Residents may contact the Contractor's office locally at 800-438-0966

10. COLLECTION EQUIPMENT.

An adequate number of vehicles shall be provided by the Contractor to collect Refuse in accordance with the terms of this Agreement. The vehicles shall be licensed in the State of Michigan and shall be operated in compliance with all applicable state, federal and municipal regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name of the contractor plainly visible on both cab doors.

11. Disposal Site.

All solid waste collected for disposal shall be hauled to the Citizens Sanitary Landfill located in Mundy Township, Michigan or such other regulated and appropriately licensed disposal facility as determined by the Contractor (the "Disposal Site"). The Contractor shall assume payment of all related costs/fees, including all tipping fees. The Contractor will give the Village 10 days' notice of a desire or need to change disposal facility and will assume all related costs/fees associated with the substitute disposal facility.

12. COMPLIANCE WITH LAW.

Contractor shall conduct operations under this Agreement in compliance with all Applicable Laws. In the event that any collection services provided hereunder, or portions thereof, are rendered unlawful or impracticable pursuant to laws or regulations, Contractor shall, upon notice to the Township and subject to the Townships written agreement, cease providing that service or portion thereof.

13. BASIS AND METHOD OF PAYMENT.

Rates. For all residential collection and disposal services required during the term of this Agreement, the Contractor shall be paid per residential unit per month for Solid Waste collection.

Year One- \$ 15.18 (Price effective December 1, 2026)
Year Two- \$ 15.78
Year Three- \$ 17.06
Year Four- \$ 17.74
Year Five- \$ 18.45

14. TOTAL COMPENSATION AND AJUSTMENTS FOR NEW OR DISCONTINUED SERVICE.

Before commencement of work under this Agreement, it shall be the Township's responsibility to provide the Contractor with an accurate address list of residential units to receive collection service. Thereafter and for the duration of the Agreement, the Township shall, upon advance written notice, inform the Contractor of any new or discontinued service.

The Contractor shall bill the Township within ten (10) days of the end of each calendar month for an amount calculated as:

(# Residential Units Receiving Service) X the then applicable Rate per residential unit, plus any amount due for additional services rendered at the request of the Township and subject to prior written approval of the Township.

The Township shall remit payment in full within thirty (30) days following receipt of Contractor's Statement. If any dispute arises, the undisputed amount shall be paid. All unpaid invoices of undisputed amounts shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the undisputed balance is paid in full.

15. **Change in Law Adjustments.** Contractor may increase the rates for services as a result of increases in costs incurred by Contractor due to (a) changes in local, state, federal or international rules, ordinances or regulations; (b) changes in taxes, fees or other governmental charges (other than income or real property taxes); (c) uncontrollable prolonged operational changes (i.e., a major bridge closure); (d) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

16. **NOTICE.**

All notices or other communications to be given hereunder shall be in writing and shall be sent by overnight delivery or registered or certified United States mail, return receipt requested, properly addresses as follows:

The Township:

Fremont Township
Clerk PO Box 216
Mayville, Michigan 48744

The Contractor:

Tri-County Refuse Service Inc dba Republic Services
of Flint
4101 Holiday Dr.
Flint, MI 48507

17. **NONDISCRIMINATION.**

The Contractor nor any subcontractor nor any person(s) acting on its behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, or any other protected classification.

18. **INDEMNITY.**

Each party ("Indemnifying party") will indemnify and save harmless the other party (Indemnified party) from and against any claims, direct damages, claims for personal injuries or death of a person present on the property, or the loss of or damage to property and reasonable attorney's fees resulting from a willful misconduct or gross negligent act of the Indemnifying party or those of its officers, agents, servants and employees during the performance of the obligations under this Agreement, or a breach of this Agreement by Indemnifying party; provided, however, that the Contractor shall not be liable to defend, hold harmless the Township for any suits, actions legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the third party.

19. INSURANCE.

The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workmen's Compensation	Statutory (need certificate)
Employer's Liability	\$1,000,000.00 aggregate
General Liability:	
Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000.00 aggregate
Property Damage	\$1,000,000.00 each occurrence
	\$2,000,000.00 aggregate
Motor Vehicle Liability:	
Bodily Injury	\$500,000.00 each person
	\$1,000,000.00 each occurrence
Property Damage	\$2,000,000.00 each occurrence

All insurance will be by insurers rated A-VIII (or higher) by A.M. Best and authorized to do business in the State of Michigan. Said policies (other than workers' compensation) shall not thereafter be cancelled or be materially changed without advance written notice to the Township. Contractor shall provide the Township with proof of compliance with these insurance obligations of Contractor upon request by the Township, to include providing the Township with a copy of insurance certificate(s) and applicable blanket-form policy endorsements. Township to be added as additional insured except for Workers Compensation via blanket-form endorsement.

20. PERMITS, LICENSES AND TAXES.

The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all applicable taxes.

21. **GOVERNING LAW; WAIVER OF JURY TRIAL; ATTORNEYS' FEES.**

Both parties agree that the terms and provisions of this Agreement shall be interpreted and governed under the laws of the State of Michigan. In the event of any dispute arising under this Agreement, both parties waive any right to jury trial. Any such dispute shall be resolved exclusively in the state and federal courts located in the county and state of governing law. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

22. **BINDING AGREEMENT.**

This Agreement is binding upon and inures to the benefit of the parties and their respective successors, representatives and assigns.

23. **MODIFICATIONS TO AGREEMENT.**

The parties agree that the terms and provisions of this Agreement will not be modified nor amended unless in writing signed by both parties hereto. The parties further agree that this requirement will not be waived nor modified unless in writing executed by all the parties hereto.

24. **MISCELLANEOUS PROVISIONS.**

Breach of Agreement. Either party may terminate this Agreement only upon an Event of Default by the other party. Termination will be effective upon at least 30 days prior written notice to the other party. An Event of Default is a party's failure to substantially cure a material breach within thirty (30) days after the receipt of written notice of the alleged breach given by the other party. Upon termination, the Township shall pay Contractor only such charges and fees for the services performed on or before the termination effective date and Contractor shall collect its equipment and shall have no further obligation to perform any services under this Agreement.

Force Majeure. Except for Township's obligation to pay amounts due to Contractor, neither the Contractor nor the Township shall be liable for the failure to perform their duties or for any resultant damage, loss, etc., if such failure is caused by a catastrophe, strike, riot, war, fire, pandemics, epidemics, inclement weather, terrorist acts, compliance with Applicable Laws or governmental order or regulation, fine, act of God or other similar contingency beyond the reasonable control of the Contractor or the Township. Such event shall not constitute a breach of this Agreement but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the Township shall negotiate the additional payment to be made to Company. Further, the Township shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume

of Waste Materials. If a price and reasonable timeframe cannot be re-negotiated within fifteen (15) days of the force majeure event, the Township can terminate the Agreement.

If such circumstances persist for more than seven (7) days or if after their cessation either party is unable to render full or substantial performance for a period of thirty (30) days the other party may terminate this Agreement upon written notice given thirty (30) days in advance to the non-terminating party.

Assignment of Agreement. No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the either party without the express written consent of the other party, which consent shall not be unreasonable withheld, delayed or conditioned. The Contractor may assign any right, interest, obligation or duty of this Agreement to an affiliate or in connection with the sale of the Contractor's business without consent of the Township.

Change of Ownership. In the event that substantially all of the Contractor's business assets are sold, the Township, upon full payment to date to the Contractor, may release the Contractor from all obligations and liability by terminating this Agreement upon thirty (30) days written notice. If, however, the Township determines that the new ownership can adequately and faithfully render the services called for in this Agreement for the remaining term of the Agreement, then the Township shall, upon advance written notice to Contractor, enter into a written agreement allowing the new ownership to assume the rights and duties of the Agreement and releasing the previous ownership of all obligation and liability. Notwithstanding the foregoing, Contractor may assign this Agreement without the Township's consent if there is a change in ownership in the Contractor's entity and the assignment is to Contractor's parent company or any subsidiary thereof, provided that any such assignment shall not relieve such party from performing of its obligations under this Agreement.

Waivers. A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Title To Waste; Right to Refuse or Reject Excluded Waste and Noncompliant Recyclable Materials. Title to Refuse and Recyclable and materials shall pass to Contractor when it is loaded into Contractor's truck or delivered to Contractor's facility, as appropriate. Title to and liability for Noncollectable Materials and Excluded Waste shall not pass to Contractor and shall remain with the generator. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Contractor shall contact the Township and the Township shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Township shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the Township providing all such reasonable assistance to Contractor, Contractor shall release Township from

any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Township. Recyclable Materials shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the Township limits is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the Township and the Township shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Materials in a landfill and update the Township's rates accordingly. Recycling means the collection of Recyclable Materials pursuant to this Agreement, including any delivery of, Recyclable Materials called for by this Agreement. Recyclable Material means any items classified as recyclable materials under this Agreement.

Equipment and Access. Any equipment Contractor furnishes shall remain Contractor property. The Township shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor handling of the equipment). The Township shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. The Township shall be liable for all losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of the Township's use, operation or possession of the equipment.

The Township shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by the Township's failure to provide access.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any prior understanding or agreement.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this 10th day of September 2026.

[SIGNATURES ON THE FOLLOWING PAGE]

Witnesses:

Amy L. Hill

Witnesses:

[Signature] 9-17-26

Fremont Township:

By: [Signature]

Matt Blatt, Supervisor

TRI-COUNTY REFUSE SERVICE INC. dba
REPUBLIC SERVICES OF
FLINT

By: [Signature] 9-17-2026

James Brazil, General Manager