RENEWAL AGREEMENT
FOR REFUSE REMOVAL SERVICE CONTRACT

THIS RENEWAL AGREEMENT (the "Renewal Agreement") is entered into effective as of the ____ day of April 2025 (the "Effective Date") by and between the **Village of Hartville, Ohio** an Ohio Municipal Corporation ("Village") and **Republic Services of Ohio Hauling, LLC dba Republic Services** ("Operator") (collectively referred to herein as the "Parties").

WITNESSETH

WHEREAS, the Village and Operator are parties to that certain Residential Collection and Disposal Services Agreement dated January 11th, 2023 (the "Contract") for collection and disposal of "Municipal Solid Waste and Recycling Services" in the Village, which expires on August 31st, 2025, attached hereto and made a part hereof as "EXHIBIT "A", and;

WHEREAS, in accordance with said agreement, and the Village Mayor is hereby authorized by the Village Council to enter into an extension agreement with the "Operator", to provide for the collection and disposal of municipal solid waste and processing of recyclable materials for an additional term of two (2) years, in accordance with the proposal submitted, specifications, bidding instructions through and including August 31st, 2027.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the Parties hereby agree as follows:

1. Renewal: The parties agree that the Contract is renewed for a new term effective as of the Effective Date, and modified as provided for in this Renewal Agreement, for an additional two (2) year term beginning September 1st, 2025, and terminating August 31st, 2027 (the "Renewal Term").

2. Rates: Beginning on August 1st, 2025, the rates for services provided under the Contract shall be as follow:

	2025-2026
Unlimited Service	$21.95
Bag Service* (sold in rolls of 10)	$ 3.25/bag
Weekly Recycling (Bag Service Customers)	$6.25/mo.

3. Modification to Rates: The parties shall discuss and agree to, any future extensions, or, and adjustments in rates for unforeseen government regulatory changes and fuel rate increases over $4.00 per gallon at least 45 days prior to and adjustments taking place.

4. Other Provisions: Except as specifically modified in this Renewal Agreement, all other provisions of the Contract (as amended and updated) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement effective the day and year set forth above.

REPUBLIC SERVICES OF OHIO HAULING, LLC
D/B/A REPUBLIC SERVICES
MASSILLON, OHIO

By: _____

Name: Brent Bowker

Title: General Manager

Date: 03/26/2025

Attest:

By: _____

Name: TERRY THOMPSON

Title: MANAGER, MUNICIPAL SERVICES

Date: 3.26.2025

THE VILLAGE OF HARTVILLE
HARTVILLE, OHIO

By: _____

Name: Cindy Billings

Title: Mayor

Date: 4-16-25

Attest:

By: _____ #738

Name: Kevin Moore

Title: Chief of Police

Date: 4/16/25

EXHIBIT "A"

THE ORIGINAL CONTRACT IS INCLUDED FOLLOWING:

Residential Trash/Recycling Services Agreement

THIS Residential Trash/Recycling Services Agreement ("Agreement"), made and entered into this 11th day of January, 2023, by and between the VILLAGE OF HARTVILLE, a duly formed and organized municipal corporation located in Stark County, Ohio, whose office address is 202 W. Maple Street, Hartville, Ohio 44632 (hereinafter "Village"), represented herewith by its duly elected and acting Mayor, the Honorable Cindy Billings, and REPUBLIC SERVICES OF OHIO HAULING, LLC DBA REPUBLIC WASTE SERVICES, a Ohio corporation qualified to do and actually doing business in the State of Ohio whose office address is 2800 South Erie Street, Massillon, OH 44646 (hereinafter called "Contractor"), herein represented by Brent Bowker its duly qualified and acting Agent.

WHEREAS, the Village has enacted Ordinance No. 1-12.17 ("Ordinance"), in accordance with its authority under R.C. 715.43, for the purpose of regulating the collection of garbage and waste in the Village; and

WHEERAS, pursuant to said Ordinance, the Village has established a public bid process, as well as approved bid specifications for the establishment of Village wide residential trash/recycling services to be performed by a single provider within the Village pursuant to an exclusive license in accordance with Ordinance and the Bid Specifications; and

WHEREAS, the Bid Specifications, which are contained as Exhibit A to the Ordinance ("Bid Specifications"), and which are adopted by reference herein as if fully rewritten herein are a material part of this Agreement; and

WHEREAS, the Contractor submitted a Bid Proposal ("Bid Proposal"), in response to the Bid Specifications, which has been accepted by the Village as the lowest and best bid in response to the Bid Specifications; and

WHERAS, the Village, acting through its legislative authority, has enacted Resolution No. 2-12.22, authorizing the Mayor of the Village to enter into this Agreement with the Contractor, provided that the terms and conditions of any such agreement are not materially different than those items detailed in the Bid Specifications and the Bid Proposal; and

WHEREAS, the parties, so desiring in response to the above, by witness herein, and in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect waste materials during term of this Agreement for the following areas (check boxes for the transaction):

   ☐ Residential (single family, two and three-family dwelling units)

   ☐ Recyclables from the above locations

2. The contract documents shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

   a. Exhibit A - General Specifications
   b. Exhibit B - Insurance Requirements
   c. Exhibit C - Contractor's Proposal/Pricing
   d. Exhibit D - Contractor's Performance Bond

Classified as Confidential-External

e. This Instrument
f. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

3. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.

4. The initial term if this Agreement shall be from September 1, 2022 (the "Effective Date") until August 31, 2025 ("Initial Term").

IN WITNESS HEREOF, Cindy Billings, the Mayor of the Village of Hartville, hereunto subscribed his name, and Brent Bowker, Authorized Agent of Contractor has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES:

Village of Hartville

BY: Cindy Billings, Mayor

Date: 1-11-2023

Approved as to form:

Eric Williams, Village Solicitor

WITNESSES:

CONTRACTOR: REPUBLIC SERVICES OF OHIO HAULING, LLC DBA REPUBLIC WASTE SERVICES

BY: Brent Bowker, General Manager

Date: 1-11-2023

EXHIBIT A

Classified as Confidential-External

GENERAL SPECIFICATIONS - INDEX

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS AGREEMENT
- 1.01 Applicable Law
- 1.02 Bags
- 1.03 Bulky Items
- 1.04 Bundle
- 1.05 Village
- 1.06 Container for Garbage, Rubbish & Yard Waste Collection
- 1.07 Container for Recycling
- 1.08 Disposal Site
- 1.09 Garbage
- 1.10 Hazardous Waste
- 1.11
- 1.12 Multi-Family
- 1.13 Municipal Facilities
- 1.14 Producer
- 1.15 Recycling
- 1.16 Recyclable Materials
- 1.17 Residential Unit
- 1.18 Rubbish
- 1.19 Small Dead Animals
- 1.20 Solid Waste
- 1.21 Waste Material
- 1.22 Yard Waste

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS AGREEMENT
- 2.01 Bulky Waste
- 2.02 Commercial and Industrial Refuse
- 2.03 Construction Debris
- 2.04 Excluded Waste
- 2.05 Hazardous Waste
- 2.06 Institutional Solid Waste
- 2.07 Large Commercial and Industrial Unit
- 2.08 Large Dead Animals
- 2.09 Offal Waste
- 2.10 Special Waste
- 2.11 Stable Matter
- 2.12 Vegetable Waste

3.0 SCOPE OF WORK
- 3.01 General
- 3.02 Work Not Covered By Agreement
- 3.03 Additional Work Separately Contracted At Contractor's Election with Large Commercial and Industrial Units.
- 3.04 Additional Work Separately Contracted At Contractor's Election with Residential Units and Municipal Facilities.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS
- 4.01 Location of Containers, Bags and Bundles for Collection
- 4.02 Hours of Operation
- 4.03 Routes of Collection
- 4.04 Holidays
- 4.05 Complaints
- 4.06 Collection Equipment
- 4.07 Office
- 4.08 Hauling
- 4.09 Disposal

Classified as Confidential-External

4.10 Delivery
4.11 Notification
4.12 Point of Contact
4.13 Litter or Spillage

5.0 BASIS OF PRICES AND METHOD OF PAYMENT
5.01 Waste Material Collection and Disposal Rates (Exhibits C, E and F)
5.02 Recyclable Materials Collection and Disposal Rates (Exhibits C, G and H)
5.03 Additional Costs and Charges
5.04 Modification to Rates
5.05 Village to Act as Collector
5.06 Delinquent and Closed Accounts
5.07 Contractor Billings to Village
5.08 Audit

6.0 COMPLIANCE WITH LAWS

7.0 NON-DISCRIMINATION

8.0 RISK ALLOCATION AND INDEMNITY

9.0 LICENSES AND TAXES

10.0 FORCE MAJEURE

11.0 ASSIGNMENT OF AGREEMENT

12.0 EXCLUSIVE AGREEMENT

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

14.0 TERMINATION OF AGREEMENT

15.0 CONTRACTOR'S PROPERTY

16.0 NEWLY DEVELOPED AREAS

17.0 MISCELLANEOUS TERMS

Classified as Confidential-External

EXHIBIT A
GENERAL SPECIFICATIONS

1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS AGREEMENT

1.01 Applicable Law. 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.

1.02 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs. Such Bags shall be used for Low Volume Bag Service offered to residents of the Village in lieu of weekly Unlimited High Volume Tote Service. The cost of pick and disposal shall be included in the Bag price, and said Bags shall be available for purchase at business or other locations, as determined by the Village.

1.03 Bulky Items – Single bed frame, dresser, kitchen table, wood chair, stuffed chair, single window, water heater, air conditioner, stove/oven, stationery tub, swing set, sofa, box spring and mattresses, dining room table, carpet (per bundle cut into four (4) feet lengths and tied, bath tub, double window, refrigerator/freezer (Freon must be removed and tagged and door off hinge), dining room hutch, furnace, washer/dryer, dishwasher, small-sized toys, outside furniture and equipment

1.04 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

1.05 Village – Village of Hartville, Ohio, located in Stark County.

1.06 Container for Garbage, Rubbish & Yard Waste Collection – A 96 gallon tote that is that is designed for the purpose of curbside collection of high volume unlimited service of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. These totes shall be colored alike and be different in color (either as to lid or body or both) as compared to the recycling totes.

1.07 Container for Recycling – A 96 gallon tote that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The recycling totes shall be colored alike and be different in color (either as to lid or body or both) as compared to the high volume totes.

1.08 Disposal Site – A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

1.09 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter

Classified as Confidential-External

which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.10 Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

1.11 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) but no more than three units.

1.12 Producer – An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.13 Recycling – The collection of and the delivery of Recyclable Materials pursuant to the contract documents.

1.14 Recyclable Materials – Recyclable Material consists of any material or substance at Customer Locations that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous items. The following items are classified as Recyclable Materials under this Agreement:,

Glass – Clean unbroken glass containers, bottles/jars.
Cans – Clean aluminum, tin/steel containers.
Newspaper – Clean, dry, unsoiled newspaper, and other paper.
Plastic – PETE & HDPE containers (milk jugs & soft drink containers), plastics and plastic film
ferrous and non-ferrous metals,
corrugated cardboard, white paper

1.15 Residential Unit – A dwelling within the corporate limits of the Village occupied by a person or group of persons comprising not more than three families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of three or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.16 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.17 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.18 Solid Waste – useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare or any nonhazardous solid waste generated at Village locations. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

Classified as Confidential-External

1.19 Waste Material. Waste Material is all nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.20 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box. Grass clippings may be placed in the garbage totes described in Section 1.04 above.

2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS AGREEMENT

2.01 Construction Debris (excluded from this Agreement)– Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit.

2.02 Excluded Waste (excluded from this Agreement)– Excluded Waste is Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Special Waste and radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or and any otherwise regulated waste.

2.03 Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, 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.

2.04 Institutional Solid Waste (excluded from this Agreement)– Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

2.05 Large Commercial and Industrial Unit (excluded from this Agreement)– All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of Village that are not classified as a Residential Unit.

2.06 Large Dead Animals (excluded from this Agreement)– Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.07 Offal Waste (excluded from this Agreement)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

2.08 Special Waste (excluded from this Agreement)– Special Waste is a form of Excluded Waste and is defined as nonhazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the

Classified as Confidential-External

characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:

(a) waste iron from a commercial or industrial activity;
(b) waste generated by an industrial process or a pollution control process;
(c) waste which may contain free liquids;
(d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
(e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
(f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
(g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
(h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
(i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
(j) filter cake sludge wastes from waste water treatment processes;
(k) wastes containing any regulated polychlorinated biphenyls; and,
(l) ash, sludge, tires and powders.

2.09 Stable Matter (excluded from this Agreement)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.10 Vegetable Waste (excluded from this Agreement)– Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3.0 SCOPE OF WORK

3.01 General. The work under this Agreement shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units.

3.02 Work Not Covered By Agreement. The work under this Agreement does not include:

3.02.1 the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
3.02.2 the collection or disposal of Excluded Waste materials;
3.02.3 the collection or disposal of any waste materials or recyclable materials from Large Commercial and Industrial Units in the Village.

3.03 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Agreement does not require such customers to use Contractor for such services.

Classified as Confidential-External

3.04 Additional Work Separately Contracted at Contractor's Election with Residential Units. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Agreement according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

4.01 Location of Containers, Bags and Bundles for Collection

Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Village roadways, alleys, and/or streets. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

4.02 Day and Hours of Operation

Collection of Waste Material shall be on Mondays and shall not start before 7:00 A.M. or continue after 4:00 P.M. Exceptions to collection day and hours shall be effected only upon the mutual agreement of the Village and Contractor. Should the Contractor fall behind in collection, the Contractor shall notify the Village, and if such delay will exceed one (1) day, the Village, may at its option, cause refuse to be collected by any means available.

4.03 Routes of Collection

Collection routes shall be established by the Contractor.

4.04 Holidays – The following shall be holidays for purposes of this Agreement.

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

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at Residential Units at least once per week.

4.05 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. The Contractor shall be prepared to receive calls between the hours of 8:00 a.m. and 5:00 p.m. to address complaints, Monday through Friday. An answering service will not satisfy such requirement. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within 24 hours after the complaint is received. The Village shall be the arbiter of any dispute between the customer and the Contractor as to the resolution of any complaint. The Contractor shall apprise the Village of all complaints and the final disposition of the same.

4.06 Collection Equipment – The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal

Classified as Confidential-External

waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. Said vehicles shall have warning lights, high visibility striping and audible back up indicators. All safety equipment shall be operational and in good well maintained.

4.07 Collection Personnel – The Contractor shall act as the employer of the collection personnel utilized to perform the Services under this Agreement. The Contractor shall be fully responsible for directing the actions, conduct, and/or supervision of its collection personnel, and shall make reasonable efforts to ensure that said personnel are properly trained, supervised, and/or otherwise qualified to perform said Services. Said collection personnel shall wear high-visibility uniforms, and such uniforms shall display the name of the Contractor, and shall have affixed thereto a badge or emblem that adequately identifies the employee. The Contractor shall maintain sufficient records so as to identify the personnel assigned to perform the Services under this Agreement.

4.08 Office – The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the Village. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days.

4.09 Hauling – All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

4.10 Disposal – All Waste Material, other than Recyclable Materials, collected within the Village under this Agreement shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

4.11 Delivery – All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.

4.12 Notification – The Village shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

4.13 Point of Contact – All dealing, contacts, etc., between the Contractor and the Village shall be directed by the Contractor to the Village's point of contact specified in the applicable Exhibit, and, by the Village to the Contractor's General Manager or Operations Manager.

4.14 Litter or Spillage – The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

5.0 BASIS OF PRICES AND METHOD OF PAYMENT

5.01 Waste Materials Collection and Disposal Rates

Classified as Confidential-External

5.01.1 The prices to be charged to the residents of the Village for the collection and disposal of Waste Material from all Residential Units shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein.

5.02 Recyclable Materials Collection and Disposal Rates

5.02.1 The prices to be charged to the residents of the Village for the collection and disposal of Recyclable Materials from all Residential Units shall be as shown on Exhibit C, as adjusted in accordance with Section 5.04 herein.

5.03 Additional Costs and Charges

5.03.1 Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

5.04 Modification to Rates

5.04.1 Contractor may increase the rates for Services as a result of increases in costs incurred by Contractor due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in taxes, fees or other governmental charges (other than income or real property taxes) and (c) increased fuel costs; Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

5.04.2 Residents of the Village shall pay such fees as Contractor may impose from time to time by notice to Village (including, by way of example only, late payment fees, fuel recovery fees), with Contractor to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, residents of the Village shall pay Contractor: (a) a fee of $50 (which Contractor may increase from time to time by notice to Village) for each check submitted by Village that is an insufficient funds check or is returned or dishonored; and (b) a fuel recovery fee in the amounts shown on each of Contractor's invoices, which amounts Contractor may increase or decrease from time to time by showing the amount on the invoice..

5.05 Contractor to Act as Collector – The Contractor shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Agreement, billing for such services no more often than quarterly.

6

6.01 Delinquent and Closed Accounts The Contractor may discontinue Waste Material collection service at any Residential Unit which has a delinquent or closed account.

6.02 Audit – The Village may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges billed to residential customers in the Village under this Agreement. Such audits shall be paid for by the Village and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises.

6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Agreement in compliance with all Applicable Laws; including the aforementioned Ordinance.

7.0 NON-DISCRIMINATION

Classified as Confidential-External

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.0 RISK ALLOCATION AND INDEMNITY

8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors or agents or (2) Contractor's breach of this Agreement

8.02 Village shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by (1) the Village's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents or (2) Village breach of this Agreement

8.03 If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the Village and the Village shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all Applicable Laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The Village 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 Village's providing all such reasonable assistance to Contractor, the Contractor shall release Village 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 Village.

8.04 The Contractor shall, at all times during this Agreement, maintain in full force and effect Worker's Compensation Insurance Coverage as required by the Industrial Commission and Bureau of Worker's Compensation of the State of Ohio. Before commencement of work under this Agreement, the Contractor agrees to furnish the Village a copy of a current certificate of premium payment issued by the State of Ohio, and to regularly update this certificate during the term of this Agreement.

9.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the Village and by the State.

10.0 FORCE MAJEURE

Except for Village's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, pandemic, bad weather and acts of God, 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

Classified as Confidential-External

over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. The Village shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

11.0 ASSIGNMENT OF AGREEMENT

Neither party shall assign this Agreement in its entirety without the other party's prior written consent. which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Contractor may assign this Contract without the Village's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as an assignment to any lender to Contractor, provided that the Contractor and/or its surety.

12.0 EXCLUSIVE AGREEMENT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the Village to the designated Residential Units.

13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS

Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

14.0 TERMINATION OF AGREEMENT

14.01 In the event of a failure by Contractor to perform any material provision of this Agreement, the Village shall the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, Village may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Agreement, for the remainder of the time period covered by this Agreement. Following any such termination, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in this Agreement and arising prior to such termination date. Upon termination, the Village 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 Contractor shall have no further obligation to perform any Services under this Agreement. If Village breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the Contractor, the Contractor may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party.

15.0 CONTRACTOR'S PROPERTY and ACCESS

All bins, containers, trucks and any other equipment that Contractor furnishes under this Agreement shall remain Contractor's property. Village 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's handling of the equipment). Village shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Village 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 Village's use, operation or possession of the equipment.

Classified as Confidential-External

Village 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 Village's failure to provide access.

16.0 NEWLY DEVELOPED AREAS

The Contractor will, within thirty (30) days of notification to the Village provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Agreement to newly developed areas within the Village's current territorial limits. Any areas that may be annexed by the Village which contain Residential Units which the Village would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Agreement.

17.0 MISCELLANEOUS TERMS

17.01 Contractor shall not be responsible for any damages to Village's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to Village's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Agreement.

17.02 No intellectual property (IP) rights in any of Contractor's IP are granted to Village under this Agreement.

17.03 This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

17.04 If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

17.05 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

17.06 This Agreement shall be interpreted and governed by the laws of the State of Ohio, and the parties consent to the jurisdiction of a court of competent jurisdiction located within Stark County, Ohio to resolve any and all disputes arising out of or any way relating to this Agreement.

17.07 This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement, except to the extent that the Bid Specifications and Bid Proposal have been adopted and incorporated by reference herein to be part of this Agreement.

17.08 If any litigation is commenced under this Agreement, the prevailing party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorney fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

Classified as Confidential-External

17.09 In the event of any dispute arising under this Agreement, both parties waive any right to jury trial.

Classified as Confidential-External

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation, unless Contractor is a Qualified self-insured in the State of Ohio	
Coverage A	Statutory
Coverage B – Employers Liability	$1,000,000 each Bodily Injury by Accident $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each occurrence Bodily Injury by Disease
Automobile Liability	
Bodily Injury/Property Damage Combined – Single Limit	$1,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage
Commercial General Liability	
Bodily Injury/Property Damage Combined – Single Limit	$1,000,000 each occurrence $5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Village. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Village's request, Contractor shall furnish Village with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate: (i) shall be supplemented with blanket form endorsements providing for 30 days prior written notice of cancellation to the Village on the General Liability and Automobile Liability policies; (ii) shall show Village as an additional insured under the Automobile and General Liability policies via blanket form endorsement; and, (iii) shall contain waivers of subrogation in favor of Village (excluding Worker's Compensation policy) via blanket form endorsement except with respect to the sole negligence or willful misconduct of Village. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Village herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

Classified as Confidential-External

EXHIBIT C
CONTRACTOR'S PROPOSAL/PRICING

Weekly Unlimited High Volume Tote Service & Recycling Includes the collection of Bulky Items	$19.55 per household per month
Single Use Low Volume Bag Service Bulky Items removed on per item fee basis	$ 3.00 per bag (sold in rolls of 10)
Weekly Recycling Service Tote Only	$ 6.00 per household per month

Classified as Confidential-External

EXHIBIT D
CONTRACTOR'S PERFORMANCE BOND

To be provided by Contractor.

Classified as: Confidential-External