

Village of Madison and Waste Management of Ohio, Inc.

CONTRACT A: RESIDENTIAL CURBSIDE REFUSE COLLECTION AND DISPOSAL SERVICES

THIS AGREEMENT was made and entered into by and between the VILLAGE OF MADISON, 126 West Main Street, Madison, Ohio 44057 hereinafter referred to as "VILLAGE" and Waste Management of Ohio, Inc., hereinafter referred to as the "HAULER"

WITNESSETH:

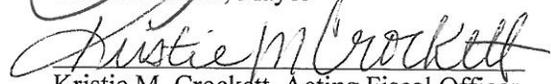
1. The VILLAGE hereby grants to the HAULER an exclusive franchise to provide residential curbside refuse collection and disposal services to the owners and/or occupiers of lots containing single-family and two (2) and three (3) multi-family residential dwelling units within Madison Village.
2. The HAULER shall provide weekly residential curbside refuse collection and disposal services to the owners and/or occupiers of lots containing single-family and two (2) and three (3) multi-family residential dwelling units within Madison Village in accordance with the terms, conditions and provisions set forth in this contract and the bid documents.
3. The invitation for bids, bid specifications, the bid form and all related exhibits and descriptive materials attached hereto shall form essential parts of this contract, shall be incorporated into this contract as if fully rewritten herein and all terms, conditions and provisions therein shall be fully and completely conformed to and complied with by the HAULER in the performance of this contract, including but not limited to, those related to insurance requirements, specifications, performance bond, and service to be rendered.
4. The terms of this contract shall be for a period of three (3) years, commencing: on the 1st day of July, 2014 and terminating on the 30th day of June, 2017. The VILLAGE may at its option and at any time during the contract period elect to award the additional two (2) years (4th and 5th years) of the contract.
5. The HAULER shall bill all customers of said service on a monthly basis.
6. A house count to determine the number of customers participating in residential curbside refuse collection and disposal services will be conducted twice a year in February and August. Said number of customers will be affirmed by both the VILLAGE and HAULER. The monthly service count may vary month to month.
7. This agreement merges all prior negotiations and understandings and there are no other agreements or understandings, oral or otherwise, between the parties pertaining to the subject matter of this agreement.
8. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.
9. In the case of any one or more provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or enforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable shall have never been contained herein.
10. Each party represents to the other that this contract has been duly authorized by all necessary corporate and/or official action on the part of such party; and the undersigned representative of such party is duly authorized to execute this contract on behalf of such party.

IN WITNESS WHEREOF, the VILLAGE and the HAULER have affixed their respective signatures to two (2) copies of this agreement, each of which shall constitute an original.

WITNESS:

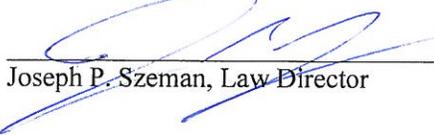
VILLAGE OF MADISON



Sam Britton Jr., Mayor


Kristie M. Crockett, Acting Fiscal Officer

APPROVED AS TO FORM:

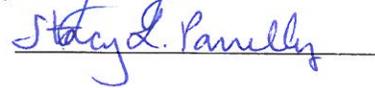


Joseph P. Szeman, Law Director

6-16-14 Date

WITNESS:





Waste Management of Ohio, Inc.
Hauler
BY:



Authorized Agent

7/29/14 Date

PROPOSAL TO THE VILLAGE OF MADISON
RESIDENTIAL CURBSIDE REFUSE COLLECTION AND DISPOSAL SERVICES
MARCH 2014

**CONTRACT A: RESIDENTIAL CURBSIDE REFUSE COLLECTION AND DISPOSAL SERVICES
HAULER BILLING TO RESIDENTS**

Ref. No.	ITEM DESCRIPTION	ESTIMATED POTENTIAL QUANTITY	(this space intentionally left blank)	12 Monthly Billings per Year	ESTIMATED ANNUAL AMOUNT
1.	Direct Billing to Residents by Hauler	1,000 Residential Units (estimated)	(this space intentionally left blank)	12 Monthly Billings per Year	\$ <u>154,800</u> In figures ONE HUNDRED FIFTY FOUR THOUSAND EIGHT HUNDRED DOLLARS
2.	Direct Billing to Residents by Hauler	1,000 Residential Units (estimated)	(this space intentionally left blank)	4 Quarterly Billings per Year	\$ <u>154,800</u> In figures ONE HUNDRED FIFTY FOUR THOUSAND EIGHT HUNDRED DOLLARS

TOTAL ESTIMATED ANNUAL CONTRACT - YEARS 1, 2, & 3 \$ 464,400
TOTAL ESTIMATED CONTRACT - 3 YEARS \$ 464,400

* Price per Home \$12.90 YEARS 1-3
PER MONTH

PROPOSAL TO THE VILLAGE OF MADISON
RESIDENTIAL CURBSIDE REFUSE COLLECTION AND DISPOSAL SERVICES
MARCH 2014

**CONTRACT A: RESIDENTIAL CURBSIDE REFUSE COLLECTION AND DISPOSAL SERVICES
HAULER BILLING TO RESIDENTS – (continued)**

Ref. No.	ITEM DESCRIPTION	ESTIMATED POTENTIAL QUANTITY	(this space intentionally left blank)	12 Monthly Billings per Year	ESTIMATED ANNUAL AMOUNT
1.	Direct Billing to Residents by Hauler	1,000 Residential Units (estimated)	(this space intentionally left blank)	12 Monthly Billings per Year	\$ <u>159,360</u> In figures <u>ONE HUNDRED FIFTY NINE THOUSAND THREE HUNDRED SIXTY DOLLARS</u>
2.	Direct Billing to Residents by Hauler	1,000 Residential Units (estimated)	(this space intentionally left blank)	4 Quarterly Billings per Year	\$ <u>159,360</u> In figures <u>ONE HUNDRED FIFTY NINE THOUSAND THREE HUNDRED SIXTY DOLLARS</u>

TOTAL ESTIMATED ANNUAL CONTRACT – YEARS 4 & 5 \$ 318,720

TOTAL ESTIMATED CONTRACT – 2 YEARS \$ 318,720

* \$13.23 PER LBMT PER MONTH YEARS 4&5

Village of Madison and Waste Management of Ohio, Inc.

CONTRACT B: RESIDENTIAL CURBSIDE RECYCLING COLLECTION

THIS AGREEMENT was made and entered into by and between the VILLAGE OF MADISON, 126 West Main Street, Madison, Ohio 44057 hereinafter referred to as "VILLAGE" and Waste Management of Ohio, Inc., hereinafter referred to as the "HAULER"

WITNESSETH:

1. The VILLAGE hereby grants to the HAULER an exclusive franchise to provide residential curbside recycling collection to the owners and/or occupiers of lots containing single-family and two (2) and three (3) multi-family residential dwelling units within Madison Village.
2. The HAULER shall provide weekly residential curbside recycling collection to the owners and/or occupiers of lots containing single-family and two (2) and three (3) multi-family residential dwelling units within Madison Village in accordance with the terms, conditions and provisions set forth in this contract and the bid documents.
3. The invitation for bids, bid specifications, the bid form and all related exhibits and descriptive materials attached hereto shall form essential parts of this contract, shall be incorporated into this contract as if fully rewritten herein and all terms, conditions and provisions therein shall be fully and completely conformed to and complied with by the HAULER in the performance of this contract, including but not limited to, those related to insurance requirements, specifications, performance bond, and service to be rendered.
4. The terms of this contract shall be for a period of three (3) years, commencing: on the 1st day of July, 2014 and terminating on the 30th day of June, 2017. The VILLAGE may at its option and at any time during the contract period elect to award the additional two (2) years (4th and 5th years) of the contract.
5. The HAULER shall bill all customers of said service on a monthly basis.
6. A house count to determine the number of customers participating in residential curbside refuse collection and disposal services will be conducted twice a year in February and August. Said number of customers will be affirmed by both the VILLAGE and HAULER. The monthly service count may vary month to month.
7. This agreement merges all prior negotiations and understandings and there are no other agreements or understandings, oral or otherwise, between the parties pertaining to the subject matter of this agreement.
8. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.
9. In the case of any one or more provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or enforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable shall have never been contained herein.
10. Each party represents to the other that this contract has been duly authorized by all necessary corporate and/or official action on the part of such party; and the undersigned representative of such party is duly authorized to execute this contract on behalf of such party.

IN WITNESS WHEREOF, the VILLAGE and the HAULER have affixed their respective signatures to two (2) copies of this agreement, each of which shall constitute an original.

WITNESS:

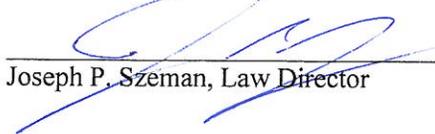
VILLAGE OF MADISON



Sam Britton Jr., Mayor


Kristie M. Crockett, Acting Fiscal Officer

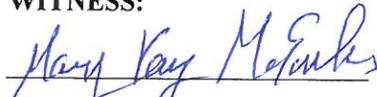
APPROVED AS TO FORM:

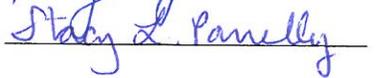


Joseph P. Szeman, Law Director

6-16-14 Date

WITNESS:







Waste Management of Ohio, Inc.
Hauler

BY:


Authorized Agent

7/29/14 Date

PROPOSAL TO THE VILLAGE OF MADISON
RESIDENTIAL CURBSIDE REFUSE COLLECTION AND DISPOSAL SERVICES
MARCH 2014

**CONTRACT B: RESIDENTIAL CURBSIDE RECYCLING COLLECTION
HAULER BILLING TO RESIDENTS**

Ref. No.	ITEM DESCRIPTION	ESTIMATED POTENTIAL QUANTITY	(this space intentionally left blank)	12 Monthly Billings per Year	ESTIMATED ANNUAL AMOUNT
1.	Direct Billing to Residents by Recycler (Standard 65 Gallon Cart/Tote) Optional Upgrade to 95 Gallon Cart/Tote will be an extra charge of \$2.00 per Month per resident	1,000 Residential Units (estimated)	(this space intentionally left blank)	12 Monthly Billings per Year	\$60,000 In figures SIXTY THOUSAND DOLLARS In Words
2.	Direct Billing to Residents by Hauler (Standard 65 Gallon Cart/Tote) Optional Upgrade to a 95 Gallon Cart/Tote will be an extra charge of \$2.00 per Quarter per resident	1,000 Residential Units (estimated)	(this space intentionally left blank)	4 Quarterly Billings per Year	\$60,000 In figures SIXTY THOUSAND DOLLARS In Words

TOTAL ESTIMATED ANNUAL CONTRACT - YEARS 1, 2, & 3 \$ 180,000

TOTAL ESTIMATED CONTRACT - 3 YEARS \$ 180,000

* PRICE PER HOME PER MONTH \$5.00 YEARS 1-3

PROPOSAL TO THE VILLAGE OF MADISON
RESIDENTIAL CURBSIDE REFUSE COLLECTION AND DISPOSAL SERVICES
MARCH 2014

**CONTRACT B: RESIDENTIAL CURBSIDE RECYCLING COLLECTION
HAULER BILLING TO RESIDENTS (continued)**

Ref. No.	ITEM DESCRIPTION	ESTIMATED POTENTIAL QUANTITY			ESTIMATED ANNUAL AMOUNT
1.	Direct Billing to Residents by Recycler (Standard 65 Gallon Cart/Tote) Optional Upgrade to 95 Gallon Cart/Tote will be an extra charge of \$ <u>2.00</u> per Month per resident	1,000 Residential Units (estimated)		12 Monthly Billings per Year	\$ <u>63,000</u> In figures <u>SIXTYTHREE THOUSAND</u> In Words <u>DOLLARS</u>
2.	Direct Billing to Residents by Hauler (Standard 65 Gallon Cart/Tote) Optional Upgrade to a 95 Gallon Cart/Tote will be an extra charge of \$ <u>2.00</u> per Quarter per resident	1,000 Residential Units (estimated)		4 Quarterly Billings per Year	\$ <u>63,000</u> In figures <u>SIXTYTHREE THOUSAND</u> In Words <u>DOLLARS</u>

TOTAL ESTIMATED ANNUAL CONTRACT – YEARS 4 & 5 \$ 126,000

TOTAL ESTIMATED CONTRACT – 2 YEARS \$ 126,000

* PRICE PER HOME PER MONTH \$5.25

Village of Madison and Waste Management of Ohio, Inc.

CONTRACT C: CLEAN UP DAY, aka "JUNK DAY"

THIS AGREEMENT was made and entered into by and between the VILLAGE OF MADISON, 126 West Main Street, Madison, Ohio 44057 hereinafter referred to as "VILLAGE" and Waste Management of Ohio, Inc., hereinafter referred to as the "HAULER"

WITNESSETH:

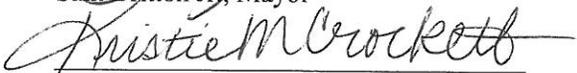
1. The VILLAGE hereby grants to the HAULER an exclusive franchise to provide services for Clean Up Day, aka "Junk Day" to the owners and/or occupiers of lots containing single-family and two (2) and three (3) multi-family residential dwelling units within Madison Village.
2. The HAULER shall provide an annual curbside bulk refuse collection of items for the residential owners and/or occupiers of lots containing single-family and two (2) and three (3) multi-family residential dwelling units within Madison Village in accordance with the terms, conditions and provisions set forth in this contract and the bid documents.
3. The invitation for bids, bid specifications, the bid form and all related exhibits and descriptive materials attached hereto shall form essential parts of this contract, shall be incorporated into this contract as if fully rewritten herein and all terms, conditions and provisions therein shall be fully and completely conformed to and complied with by the HAULER in the performance of this contract, including but not limited to, those related to insurance requirements, specifications, performance bond, and service to be rendered.
4. The terms of this contract shall be for a period of three (3) years, commencing: on the 1st day of July, 2014 and terminating on the 30th day of June, 2017. The VILLAGE may at its option and at any time during the contract period elect to award the additional two (2) years (4th and 5th years) of the contract.
5. The HAULER shall bill the VILLAGE within 14 days following said Clean Up Day, aka Junk Day, detailing the charges, including disposal charges/weight in tons of material, manpower, and any other charges that may apply. The Village agrees to pay the invoice within 30 days of receipt of the invoice, given that the charges on the invoice are correct and reflect accurate data from the Junk Day in question.
6. This agreement merges all prior negotiations and understandings and there are no other agreements or understandings, oral or otherwise, between the parties pertaining to the subject matter of this agreement.
7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.
8. In the case of any one or more provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or enforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable shall have never been contained herein.
9. Each party represents to the other that this contract has been duly authorized by all necessary corporate and/or official action on the part of such party; and the undersigned representative of such party is duly authorized to execute this contract on behalf of such party.

IN WITNESS WHEREOF, the VILLAGE and the HAULER have affixed their respective signatures to two (2) copies of this agreement, each of which shall constitute an original.

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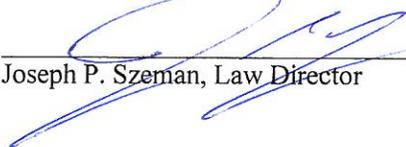
VILLAGE OF MADISON



Sam Britton Jr., Mayor


Kristie M. Crockett, Acting Fiscal Officer

APPROVED AS TO FORM:

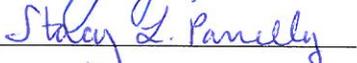


Joseph P. Szeman, Law Director

6-16-14 Date

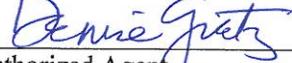
WITNESS:







Waste Management of Ohio, Inc.
Hauler
BY:



Authorized Agent

7/29/14 Date

RESIDENTIAL CURBSIDE REFUSE COLLECTION AND DISPOSAL SERVICES

MARCH 2014

CONTRACT C: CLEAN UP DAY aka "JUNK DAY"

TO BE HELD EVERY-OTHER-YEAR OF THE CONTRACT (3 years with optional 2 year extension)

Ref. No.	ITEM DESCRIPTION	ESTIMATED POTENTIAL QUANTITY	ITEMIZATION	ESTIMATED AMOUNT
1.	CURBSIDE BULK COLLECTION FOR VILLAGE RESIDENTIAL OWNERS/OCCUPIERS	40 Tons (estimated)	Price per truck \$ <u>764.00</u> Price per Ton \$ <u>46.00</u>	Curbside For Entire Village <i>TRUCK</i> Manpower \$ <u>4,584.00</u> Disposal Chg \$ <u>1,840</u> TOTAL \$ <u>6,424</u>
2.	DROP OFF LOCATION 40 yard open top roll off container	40 Tons (estimated) 14 Loads (estimated)	Price per Load \$ <u>200.00</u> Price per Ton \$ <u>46.00</u>	Roll Off Drop Collection 40 yd open top roll off 14 load estimate \$ <u>2,800</u> Disposal Chg \$ <u>1,840</u> TOTAL \$ <u>4,640</u>

TOTAL ESTIMATED "JUNK DAY" for CURBSIDE COLLECTION: \$ 6,424.00

TOTAL ESTIMATED "JUNK DAY" for DROP OFF LOCATION \$ 4,640.00