

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement"), dated this ___ day of September, 2017, between the County of Washtenaw, a Michigan County Corporation, with its offices located at 220 N Main, Ann Arbor, Michigan 48107 ("County") and Advanced Disposal Services Arbor Hills Landfill Inc., a Michigan Corporation, located at 10960 W Six Mile Rd., Northville, Michigan 48168 ("Owner"), and states the following:

Recitals

WHEREAS, the Owner owns and operates a certain landfill in Washtenaw County, State of Michigan ("Landfill"); and

WHEREAS, in accordance with the Owner's records and express representations, more Solid Waste generated outside Washtenaw County than within Washtenaw County is currently transported to and disposed of at the Landfill; and

WHEREAS, under Act 451 of 1994, at MCL 324.11538(6), in order for the Landfill to serve the solid waste needs of another county, state or country, the service must be explicitly authorized in the approved Solid Waste Management Plan ("County Plan") of the County; and

WHEREAS, the Owner must comply with the County Plan and agrees herein to comply fully with the County Plan as required by state law; and

WHEREAS, the last update to the County Plan was in 1999 with full and final approvals in 2001; and

WHEREAS, an update to the County Plan is currently under consideration and review and potential approval; and

WHEREAS, the Owner wishes to continue to receive and dispose of Solid Waste at the Landfill which is not generated in the County and the Owner wishes to comply throughout the Term of this Agreement with the County Plan; and

WHEREAS, the Owner and the County are currently bound by the terms and provisions of an "Agreement for Disposal of Solid Waste" dated June 4, 1992, including amendments thereto, ("1992 Agreement"); and

WHEREAS, the County has expressly and fully authorized the Board of Public Works of the County ("BPW") as the entity, acting herein for all purposes with and on behalf of the County, to ensure satisfactory disposal capacity for Solid Waste generated in the County and to enforce, administer and carry out the terms and provisions of this Agreement, including ongoing compliance with the County Plan; and

WHEREAS, the BPW is the entity, as the agent of the County, designated to administer and carry out the terms and provisions of this Agreement. However, this Agreement remains binding for all purposes between the Owner and the County; and

WHEREAS, this Agreement has, among others, an objective of allowing the Owner to receive and dispose of Non-County Solid Waste at the Landfill under the terms and provisions set forth herein and otherwise consistent with the County Plan; and

WHEREAS, this Agreement has, among others, an objective of ensuring that the County and the BPW, pursuant to the law, provide for satisfactory long-term disposal capacity for Solid Waste generated in the County pursuant to the County Plan and wholly consistent with the terms and conditions of the County Plan; and

WHEREAS, the Owner hereby consents to the process of entering into this Agreement and the Owner hereby waives any objections, claims or disputes relating to the process and procedures used to develop, execute and implement this Agreement, including the mutual agreement set forth herein to terminate the 1992 Agreement; and

WHEREAS, the Owner and the County both agree to reconcile all payments due to the County pursuant to the 1992 Agreement up to and including the day before this Agreement becomes effective and the 1992 Agreement is terminated as set forth herein; and

WHEREAS, the Owner and the County, in the form of consideration, by voluntarily and mutually terminating the 1992 Agreement, both wish to waive and release any and all claims relating to or arising from the 1992 Agreement in favor of this Agreement and in favor of an accurate reconciliation of monies owed to the County/BPW up to the termination date and calculated fully under the terms and conditions of the 1992 Agreement.

NOW, THEREFORE, the parties do hereby agree as follows with adequate consideration acknowledged and accepted by the parties hereto:

I. DEFINITIONS

1. "Agreement" shall mean this Solid Waste Disposal Agreement dated September ____, 2017, including all exhibits attached hereto and incorporated fully by reference herein.
2. "Beneficial Reuse Materials" shall mean contaminated soils, foundry sands, shredder fluffs, or other high volume industrial waste that is brought to the Landfill for any reason and then beneficially reused in construction and/or operation of the Landfill.
3. "Board of Public Works" (BPW) shall mean the designated planning agency for the County of Washtenaw and which is expressly authorized by the County to carry out the goals and objections of the County Plan and to fully administer the terms and provisions of this Agreement.
4. "Conversion Factor", to the extent applicable to interpret this Agreement, shall mean a multiple of 3.3 if converting between cubic gate yards and tons.
5. "County" shall mean the County of Washtenaw, its employees, elected officials, agencies, boards, commissions, committees, appointees, affiliates, subsidiaries and agents of any kind.
6. "County Solid Waste" shall mean Solid Waste generated in the County of Washtenaw.
7. "Disposal Area" shall have the meaning as set forth at MCL 324.11503(5).

8. "Excluded Waste" shall mean Special Waste, construction and demolition materials, Beneficial Reuse Materials as defined herein, and landfill construction materials of any kind.
9. "Expansion" shall mean any proposed expansion of the Landfill initiated by the Owner which requires an update or modification of the then current County Plan.
10. "Landfill" shall mean the Landfill, as defined at MCL 324.11504(4), and owned by the Owner herein and generally located in Salem Township, County of Washtenaw, State of Michigan, at Six Mile Road, Napier Road, the CSX railroad tracks and the Detroit Edison property. The Landfill is commonly known as "Arbor Hills" and is defined in particular at Exhibit 2, incorporated by reference herein.
11. "Local Unit" means any Township, City, Village or other municipal entity/authority created by statute or interlocal agreement which has a written contract in effect with the BPW as of the date of this Agreement for access to the benefits of this Agreement with respect to the Tipping Fee as set forth herein.
12. "Non-County Solid Waste" shall mean any Solid Waste, as defined herein, not generated in the County of Washtenaw.
13. "Owner" shall mean the lawful owner of the Landfill at the time this Agreement is executed, including all successors and assigns by agreement, merger, acquisition or otherwise.
14. "Solid Waste" shall mean Solid Waste as defined at MCL 324.11506(1) and shall not include Excluded Waste as defined herein.
15. "Special Waste" shall mean non-hazardous waste material consistent with an Owner approved Waste Profile (defined below), which may include treated or de-characterized wastes; petroleum or petroleum products; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical waste; off-spec chemicals; sludge; spill cleanup waste; or underground storage tank soil.
16. "Tipping Fee" shall mean the fee which the Owner will charge for the disposal of County Solid Waste at the Landfill. This shall be a complete and maximum fee inclusive of any and all taxes, surcharges, assessments or other costs imposed by any entity, state, local or federal. This Tipping Fee shall be subject to a favored nation's clause as set forth herein.
17. "Ton" shall mean 2,000 pounds.
18. "Waste Profile" shall mean a detailed written physical and chemical description of any Special Waste, including unique characteristics and safety precautions associated therewith ("Waste Profile"). An approved Waste Profile must be updated from time to time to reflect any changes and warrants that all Special Waste delivered to the Landfill shall conform to the Waste Profile.

II. TERM OF AGREEMENT AND VOLUNTARY/MUTUAL TERMINATION OF ORIGINAL AGREEMENT DATED JUNE 4, 1992

- 2.01 Notwithstanding the date this Agreement is fully executed, the Term of this Agreement is from the 1st day after the mutual termination date of the 1992 Agreement for twenty-five (25) years going forward and renewable thereafter for a duration to be established in writing by the parties hereto. The mutual termination date for the 1992 Agreement shall be and is December 31, 2017 and this Agreement shall, therefore, be effective January 1, 2018. Such termination is being made voluntarily and to resolve any and all issues relating to compliance with the 1992 Agreement, except the reconciliation of all payment issues through December 31, 2017.
- 2.02 The 1992 Agreement, including all amendments, modifications, adjustments or oral changes, is fully terminated and held for naught as of December 31, 2017. Owner and County agree to the Termination of the 1992 Agreement as set forth herein and both parties hereby waive, release and hold for naught any claims, suits or demands, known or unknown, relating to the Termination or the Termination of the 1992 Agreement process herein. The Termination shall be viewed, for all fact, legal and equitable arguments, as mutual between the parties and monies owed to the BPW shall be fully reconciled and prorated in accordance with the terms of the 1992 Agreement through the date of the Termination. Aside from the full reconciliation of payments due to BPW through December 31, 2017, the Owner and BPW do hereby waive, forgive and release any further claim, suits or demands relating to or arising from the 1992 Agreement in favor of this Agreement.
- 2.03 This Agreement may only be re-opened as set forth herein or if required by law or by the order of any court.

III. DISPOSAL OF COUNTY SOLID WASTE

- 3.01 Throughout the Term, the Owner shall accept for lawful disposal at the Landfill all County Solid Waste which is delivered by any entity for or on behalf of the County or any Local Unit to the Landfill.
- 3.02 Any entity acting by or on behalf of the County or a Local Unit delivering County Solid Waste for disposal at the Landfill, shall only be charged the Tipping Fee as set forth herein or, if by written contract with a Local Unit, a rate lower than the Tipping Fee provided that such loads of Solid Waste delivered by or on behalf of the County or a Local Unit are not commingled with Solid Waste from outside of the County or Local Unit so that the benefit received by the County and the Local Unit pursuant to this section is solely for the residents of the County. The Tipping Fee shall be paid to the Owner by the entity delivering the Solid Waste to the Landfill.
- 3.03 The Tipping Fee shall be the total maximum fee charged to the County and Local Units. The Tipping Fee shall be adjusted from time to time and shall be, at all times herein, equal to or less than the current lowest rate as contracted by Owner with a Non-County public entity where the exclusive service provided is only the disposal of residential Solid Waste to the Landfill. For purposes of this provision, such Non-County public entity's rates shall be the sum of all fees charged to such entity including, but not limited to, taxes, surcharges and base rate. When fees and surcharges paid by a Non-County public entity are expressed as a percentage, then for purpose of calculating comparable rates charged to

the County, the average of the immediate prior six (6) months of such charges shall be applied under this provision.

Tipping Fee: \$26.89/ton

- 3.04 Notwithstanding the foregoing, all other municipalities not otherwise included in the definition of Local Units or the County, including, but not limited to schools, colleges, federal offices and agencies, shall not be entitled to the same Tipping Fee as charged to the Local Units or the County and may be charged a different rate including additional fees and host community fees as determined by Owner.
- 3.05 Nothing in this Agreement constitutes a promise, pledge, warranty, contract or representation that County Solid Waste, in any amount or on any schedule, will be delivered to the Landfill for disposal during the Term of this Agreement. There should be no expectation of volume or duration on the part of the Owner under the terms of this Agreement.
- 3.06 The Owner may impose a different rate than the Tipping Fee for any Excluded Waste delivered by or on behalf of the County or a Local Unit.
- 3.07 Throughout the Term, the Owner shall not charge any Non-County public entity for the disposal of Non-County Solid Waste which has an effective rate for disposal at the Landfill lower than the Tipping Fee set forth herein without lowering the County and Local Unit's Tipping Fee to an equal amount. However, at Owner's sole discretion, Owner may charge a lesser rate to any Customer for disposal of Excluded Waste.

The purpose of this provision is to ensure that the Tipping Fee is, at all times during the Term, the lowest disposal rate charged by the Owner to any Non-County public entity for Solid Waste disposed of at the Landfill where Owner is only providing disposal services. Such rate shall not apply if Owner is providing any other services in addition to disposal services to the Landfill, such as collection, transportation, processing or recycling. The Owner fully acknowledges the purpose and intent of this provision. The Owner agrees to maintain all information, records, etc., relating to any agreements addressed by this provision. Such information shall be made available to BPW for BPW's inspection at Owner's offices on an annual basis, in order for BPW to analyze whether there is a violation of this provision. Nothing contained here shall require Owner to provide copies of any such documentation to BPW. Any violation of this provision shall result in an immediate adjustment of the Tipping Fee to the lower amount and a reimbursement of the higher fees retroactively back to the established date of the violation.

IV. DISPOSAL OF NON-COUNTY SOLID WASTE

- 4.01 Owner shall Pay to BPW an annual Flat Fee of \$600,000.00 and a 2.5% Capacity Fee as the Capacity Fee is calculated in accordance with Exhibit 1, attached hereto and incorporated by reference herein. The Flat Fee shall be adjusted annually, upward or downward, by the CPI for the prior 12 month period not to exceed a 2.0% increase or decrease annually.

The Owner shall maintain all records necessary to document, calculate and verify the Capacity Fee. The Flat Fee of \$600,000.00 and the 2.5% Capacity Fee shall be paid to BPW on a

prorata quarterly basis. The payments are due within 14 days of the end of each calendar quarter. Owner agrees to meet with BPW within fourteen (14) days of any written request by BPW to discuss the Capacity Fee calculation made by the Owner under this provision.

- 4.02 Notwithstanding the foregoing, a minimum of \$300,000.00 of the 2.5% Capacity Fee paid by the Owner to the County shall be utilized by the County for programs which minimize waste disposal, encourage recycling and which facilitate ongoing facilities to ensure safe and effective waste disposal practices in a manner which promotes the goals, objectives and operations of both the Owner and the County.
- 4.03 This Agreement shall be subject to a re-opener, at the Owner's sole discretion, in any one or more of the following situations only. If exercised, the Owner agrees to contact the County in writing to set forth the basis of the re-opener.
1. A state law is enacted or amended which requires that the Landfill stop receiving for disposal Non-County Solid Waste; or
 2. The Landfill ceases its operations; or
 3. Capacity at the Landfill prevents the receipt for disposal of Non-County Solid Waste; or
 4. Any Expansion as defined herein, is granted; or
 5. Any Expansion as defined herein, is denied; or
 6. There is a change in the law that rescinds or significantly modifies the restrictions on receiving Non-County Solid Waste without the approval of the importing County.
 7. There is a material change in the County Plan that imposes new and increased obligations on the Landfill in such a manner to further regulate or restrict the disposal of Non-County Solid Waste at the Landfill.

V. OWNER OBLIGATIONS

- 5.01 Owner agrees to comply with all rules, regulations and laws, including the County Plan, relating to the permitting, maintenance and operation of the Landfill at all times during the Term and, if notified of a violation, shall diligently pursue necessary actions to bring the Landfill back into compliance.
- 5.02 Upon request, and throughout the Term, the Owner shall provide BPW with copies of any and all Landfill inspection reports conducted by any governmental entity.
- 5.03 Owner agrees that, throughout the Term, Owner shall, at the written request of BPW, provide a written report on the remaining capacity for disposal at the Landfill. The report shall be detailed and fully supported by an expert third party consultant. The report shall be provided within forty-five (45) days of any written request.

- 5.04 Owner certifies that its marketing priorities for Solid Waste disposal throughout the Term will be as follows: First priority - Washtenaw County, Second Priority - Southeast Michigan, Third priority - State of Michigan, Fourth priority - out of state.
- 5.05 The Landfill shall not, receive for disposal, more than two (2) million tons of Solid Waste and Excluded Waste from all sources in any single year and no more than 9.1 million tons of Solid Waste and Excluded Waste over a rolling five (5) consecutive year period during the Term. For calculations made under this provision, Excluded Waste (except for landfill construction materials, alternate daily cover and Beneficial Reuse Materials) shall be included with Solid Waste.
- 5.06 The tonnage restrictions set forth herein may be increased if waste materials are generated in excess of the normal and ordinary course due to a catastrophic event resulting in excess waste materials delivered to the Landfill for disposal. Owner shall notify BPW of such event and the parties shall agree to an appropriate variance in the volume limitations set forth herein in order to accommodate such additional waste materials.

Any violation of these tonnage restrictions, either annually or over the five (5) year period set forth above, shall result in a stipulated and liquidated penalty in the amount of \$25,000.00 for each violation. Any penalty under this provision shall be paid by the Owner to BPW within sixty (60) days of the end of the calendar year in which the penalty is assessed.

- 5.08 Owner agrees that, throughout the Term, Owner shall establish and maintain a payment bond or irrevocable letter of credit with trigger language that establishes a payment to BPW in any situation where if the Owner does not pay timely the Fixed Fee or Capacity Fee, then if after thirty (30) days' notice Owner fails to cure, BPW may trigger the bond or irrevocable letter of credit and collect the amounts due from the bond or irrevocable letter of credit. The bond or letter of credit shall be in the amount of Two Million (\$2,000,000.00) Dollars and shall be available for review and verification upon request by BPW.

VI. INDEMNITY AND HOLD HARMLESS

- 6.01 The Owner agrees to indemnify, defend and hold harmless the BPW, the County (including its divisions, departments and elected appointed officials) and the Local Units, from and against any and all liabilities, obligations, damages, penalties, potentially responsible party status/allegations, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the BPW, the County or any of the Local Units by reason of any of the following occurring during the Term:
- a) any violation occurring at the Landfill of any federal, state or local statute, regulation, ordinance, permit or license, including any administrative action initiated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, regarding the processing, transporting or disposal of County and Non-County Solid Waste at the Landfill pursuant to this Agreement and regarding the Owner's operations or ownership of the Landfill; and

- b) any failure by the Owner to perform its obligations, either implied or express, under this Agreement; and
- c) any order, directive, suit, claim or demand brought by any government or any entity relating to any contamination caused by the Landfill during the Term, on-site or off-site, wherein there is an allegation that the BPW, the County or any Local Unit is a potentially responsible party ("PRP") as defined under any law, including CERCLA, RCRA or any equivalent law in the State of Michigan; and
- d) this provision shall apply during the term of this Agreement and shall survive the Term for thirty (30) years; and
- e) the parties acknowledge and agree that, notwithstanding the rights afforded to the County and BPW pursuant to this Agreement, the County and BPW shall in no event be deemed an owner, operator, generator or transporter in connection with any PRP or other liability that may arise related to the Landfill and Owner's indemnifications obligations shall extend to any such claims should they arise. The County's and BPW's only PRP liability related to the Landfill shall be limited to the materials that the County generated and delivered or arranged to have delivered to the Landfill.

6.02 The defense, indemnity and hold harmless obligations under this Agreement shall survive the Termination or expiration of this Agreement by 30 years.

6.03 The Owner and the County/BPW agree not to challenge the legality or constitutionality of any provision or term of this Agreement, directly or indirectly, including but not limited to the imposition and payment of the Flat Fee or the Capacity Fee. The Owner agrees that it shall at all times continue to pay the Flat Fee and the Capacity Fee as directed herein and abide by all other terms of this Agreement, including but not limited to the Tipping Fee and capacity commitment requirement, even in the event that any such provision or term is challenged or may be declared illegal by a court of competent jurisdiction in another context.

VII. TERMINATION

7.01 Owner may, at its sole option and discretion, terminate this Agreement upon the occurrence of any one (1) or more of the following events: (1) any update or Amendment of the County Plan that effectively restricts the Landfill's right to dispose of Non-County Solid Waste at the Landfill to an extent materially greater than reflected in the update or Amendment of the County Plan, or the County takes other action (or fails to act) with the same effect; (2) if any updates of the County Plan do not recognize the Landfill as consistent with such plan, or the County otherwise takes affirmative action to prevent permitting and licensing of the Landfill or any Expansion; or (3) if, following Owner's good faith efforts to obtain an Expansion, the Landfill ceases to accept Solid Waste for disposal. Upon termination of this Agreement pursuant to this Section, neither party shall be liable to the other for any costs or damages except as otherwise expressly set forth herein.

7.02 If this Agreement is terminated because it is no longer required by law and the Landfill continues operations, the existing Capacity Fee payment amount due from Owner to BPW shall continue to be paid for the next six (6) consecutive calendar quarters in the same manner as the Capacity Fee

payments are required herein. The Flat Fee shall terminate immediately upon any termination under this Agreement.

VIII. ASSIGNMENT AND SUBCONTRACTING

- 8.01 The Owner shall not assign or encumber directly, or indirectly, any interest whatsoever in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the BPW. Any such consent given in any one instance shall not relieve the Owner of its obligation to obtain the prior written consent of the BPW to any further assignment.
- 8.02 The Owner agrees to defend, indemnify and hold the BPW and County harmless from any claims initiated pursuant to any subcontract it enters into in performance of this Agreement.
- 8.03 This Agreement shall inure in all particulars to the benefit of County, the BPW, their agents, successors and assigns.
- 8.04 It is recognized that the BPW or the County may enter into an agreement with each Local Unit conferring the benefits and obligations derived from this Agreement upon such Local Unit. Accordingly, each Local Unit is recognized as a third party beneficiary to this Agreement, with rights to enforce only those provisions contained in Article III hereof.

IX. COMPLIANCE

- 9.01 The Owner shall cooperate fully with all federal, state and local, regulatory agencies relative to inspections required for assuring compliance with all applicable federal, state, and local laws, ordinances, and rules and regulations.
- 9.02 At all times herein, the Owner shall insure that the height of the Landfill remains in full compliance at a height not to exceed that which is allowed pursuant to its then current permit.
- 9.03 Owner hereby represents and warrants that Owner will comply fully and completely with all laws, ordinances, regulations and directives of any local, state or federal agency having any jurisdiction over the Landfill.
- 9.04 Owner agrees to timely provide BPW with a copy of any notice of violation from any governmental entity relating to the Landfill or the operations at the Landfill. Owner agrees to timely provide BPW with a copy of any response to any notice of violation from any governmental entity relating to the Landfill or the operations at the Landfill.
- 9.05 BPW, or its authorized representatives, shall have the right to conduct such inspections as necessary to verify the accuracy of records presented by the Owner as required herein.
- 9.06 Owner hereby agrees to pay BPW a stipulated and liquidated penalty of \$1,000.00 for any notice of violation that is not cured or taken corrective action within sixty (60) days of the notice or such longer time if Owner commences a cure or take corrective action

and diligently pursues to resolve such violation.

- 9.07 Notwithstanding any of the rights and obligations herein, the BPW has the right to initiate a meeting in January of each year during the Term wherein any and all rights and obligations of the parties otherwise set forth herein can be discussed. BPW agrees to provide a written notice of its desire to have such a meeting in the month of December which shall include a written list of the meeting topics and the information requested for review.

X. NO EMPLOYMENT OR LEGAL RELATIONSHIP

- 10.01 Nothing in this Agreement creates any employment relationship between any parties hereto and nothing in this Agreement, beyond the terms herein, creates any partnership, enterprise, venture, company or corporation by or between the parties hereto.

XI. FULLY INTEGRATED AGREEMENT, MICHIGAN LAW AND MUTUAL DRAFTING

- 11.01 This Agreement shall be a fully integrated Agreement and supersedes all prior written agreements and any prior written or oral communications between the parties.
- 11.02 This Agreement shall be construed under Michigan law.
- 11.03 This Agreement shall be deemed to be mutually drafted.

XII. RECORDING OF THE AGREEMENT

- 12.01 Owner and BPW agree that this Agreement, together with its exhibits, may be recorded by BPW against the real property wherein the Landfill is located.

XIII. AMENDMENTS AND FUTURE PLANNING

- 13.01 No amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of both parties and is approved by the Owner, the County Board of Commissioners and the BPW.
- 13.02 In the event that the laws, rules or administrative interpretations governing the disposal of Non-County Solid Waste in the Landfill become less restrictive in any material respect than currently imposed, the County shall include such changes in the County Plan unless such changes are inconsistent with the current laws.
- 13.03 If any County Plan or Update of the County Plan is approved by the County and is not approved by others in accordance with law as required for the County Plan or Update to become effective, the County shall respond in a manner reasonably calculated to secure such approval and to the maximum extent possible, to carry out the provisions of this Agreement.

- 13.04 Notwithstanding anything to the contrary herein, if the County shall, for whatever reason, fail to perform in the manner provided herein, this Agreement shall, upon notice by the Owner be rendered null and void and neither party shall be liable to the other for any costs or damages incurred.
- 13.05 Notwithstanding anything to the contrary herein, in the event that the applicable state law shall be amended to permit waste from one county to be disposed of in another county without authorization or approval by the receiving county, and no other federal, state or local law or regulation makes obtaining such authorization or approval a condition of disposing waste origination in one county in another county, the Owner shall not be required to pay the Flat Fee or Capacity Fee.

XIV. NOTICES

- 14.01 All notices made to another party pursuant to any provision of this Agreement shall be made in writing and mailed by first-class mail as follows:

To the BPW:

Washtenaw County Public Works Division
Attn: Director of Public Works
705 N Zeeb Rd
P.O. Box 8645
Ann Arbor MI 48107-8645

To the Owner:

Advanced Disposal Services Arbor Hills Landfill, Inc.
Attn: District Manager
10690 W Six Mile Rd.,
Northville, MI 48168

With a copy to:

Advanced Disposal Services
Attn: General Counsel
90 Fort Wade Road; Suite 200
Ponte Vedra, FL 32081

XV. MISCELLANEOUS

- 15.01 No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such covenant, agreement, term and condition.
- 15.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is

invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.03 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution thereof, the BPW shall submit to the Owner a conformed copy of this Agreement.

15.04 This Agreement constitutes a covenant running with the land described as the Landfill and Expansion, and may be recorded pursuant to Article XII above. Upon request by the County or BPW, the Owner agrees to cooperate and with such recording,

XVI. LEGAL AND CONSULTING FEES

16.01 Upon the execution of this Agreement, Owner shall make the following payments:

- \$7,500.00 payable to Davis Listman PLLC, 10 S. Main Street, Suite 401, Mt. Clemens, Michigan 48043 within 30 days.

WITNESSED:

WASHTENAW COUNTY

By: _____
Chair, Washtenaw County
Board of Commissioners
Dated: _____

By: _____
Washtenaw County Clerk/Register
Dated: _____

ADVANCED DISPOSAL SERVICES
ARBOR HILLS LANDFILL, INC.

By: _____
Its: _____
Dated: _____

CONTENT APPROVAL:

By: _____
Washtenaw County Director of
Public Works
Dated: _____

EXHIBIT 1
CAPACITY FEE CALCULATIONS

1. The Capacity Fee, payable for each calendar quarter by the Owner to BPW, shall be two point five percent (2.5%) of the following as calculated for each calendar quarter:
 - (a) the total amount of money received (Gross Gate Revenues on a cash basis) by the Owner in such quarter for the disposal of all Solid Waste in the Landfill (adjusted upward or downward, as appropriate, to correct mathematical errors in the amount reported in prior quarters); minus
 - (b) any amounts that the Owner refunds in such quarter as a result of overcharges made to customers in prior quarters; plus
 - (c) an amount, for disposal of all Wastes at the Landfill in such quarter by the Owner or by companies controlled by, controlling, or under common control with the Owner ("Related Entity"), based on the disposal rate established (i) for such Related Entities in the Owner's internal accounting procedures, or (ii) for other customers of the Landfill for comparable volume and nature of Waste (unless such Related Entity is disposing of Waste collected under an already existing contract with an independent third party and the circumstances of contracting prevent a practical comparability analysis to other customers), whichever is greater; plus
 - (d) an amount, for the disposal of all Waste at the Landfill for which the Owner received no money (except Waste generated in the Township of Salem for which the Owner does not charge any disposal fees and except for disposal given to charitable, public or civic organizations as a donation and for which the Owner receives no consideration), which is equal to the amount of the Owner's standard rate charged other customers for comparable volume and nature of waste; plus
 - (e) an amount equal to the value of other consideration (of whatever nature) that the Owner receives in addition to money for the disposal of Waste at the Landfill in such quarter (to the extent not accounted for under subparagraph (d) above). In the event the Owner and the BPW cannot agree on the value of such other consideration, this amount shall equal the amount the Owner charges other customers for comparable volume and nature of Waste less the amount of money actually received for such disposal; minus
 - (f) an amount that the Owner pays the Township of Salem under a Host Community Agreement between the Owner and the Township of Salem dated as of March 28, 1991 including any and all amendments thereto.

2. The Capacity Fee shall be reduced by:

- (i) Any fees, charges or other payments of any kind (other than real and personal property taxes) payable by the Company to the County or BPW because wastes are being disposed at the Landfill or because of the existence of the Landfill, except to the extent such fees, charges or payment (1) are made as a result of the Company's obligations to the County under the Agreement; or (2) are collected by the County for the benefit of others; and
- (ii) The cost of complying with ordinances (or parts thereof) the County enacts in the future which affect operations of the Landfill but which (1) do not affect other residents of or other businesses operating in the County, or (2) disproportionately affect the Landfill compared to their effect on other residents of or other businesses in the County.

EXHIBIT 2
LANDFILL PROPERTY DESCRIPTION

The Following Parcel Descriptions together compose the Advanced Disposal site located at 10960 W. Six Mile Road Northville, MI 48168:

PIN A -01-13-100-001

LEGAL DESCRIPTION: *OLD SID - A 01-013-001-00 SM 13-1 E 1/2 OF NE 1/4 SEC 13 T1S-R7E 77.56 AC.

PIN A -01-13-100-003

LEGAL DESCRIPTION: SM 13-2B (REWRITE 9/88) COM AT NE COR SEC 13, TH N 89-33-00 W 1544.46 FT TO POB TH N 89-33-00 W 200.00 FT, TH S 00-27-00 W 300.00 FT TH S 89-33-00 E 200.00 FT TH N 00-27-00 E 300.00 FT TO POB. PT OF NE 1/4 SEC 13, T1S-R7E 1.38 AC

PIN A -01-13-100-004

LEGAL DESCRIPTION: *OLD SID - A 01-013-005-00 SM 13-3 W 45 AC OF W1/2 OF NE FRL 1/4 SEC. 13 T1S R7E 45.00 AC.

PIN A -01-13-200-001

LEGAL DESCRIPTION: *OLD SID - A 01-013-006-00 SM 13-4 E 81.55 AC OF NW FRL 1/4 SEC. 13 T1S R7E 81.55 AC.

PIN A -01-13-300-001

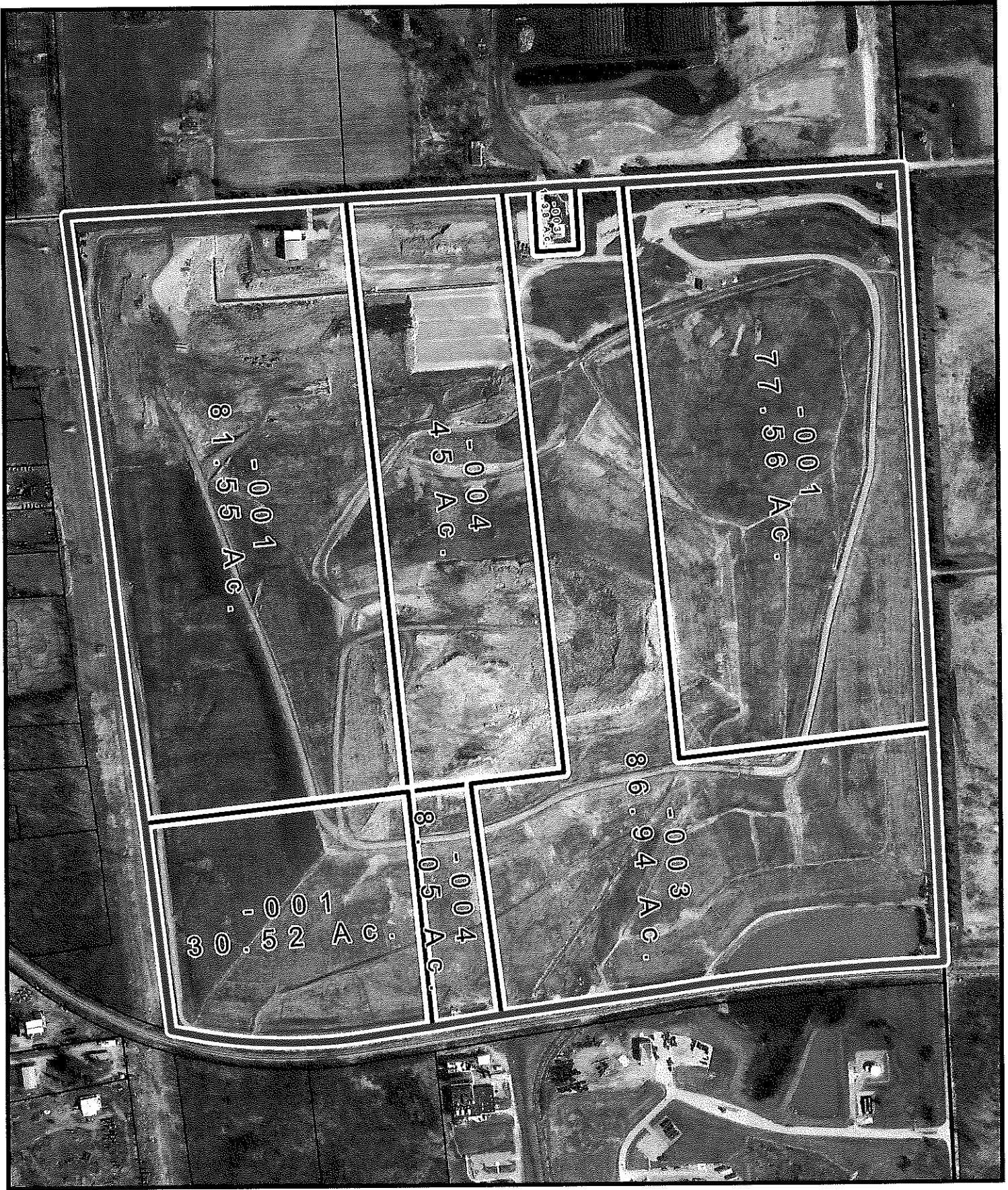
LEGAL DESCRIPTION: *OLD SID - A 01-013-024-00 SM 13-12A E 1/2 OF SW 1/4 LYING N OF R.R. R.O.W. SEC 13 T1S R7E 30.52 AC.

PIN A -01-13-400-003

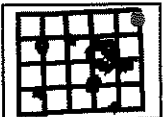
LEGAL DESCRIPTION: SM 13-2A,3A-1 (9-88) COMBINATION 100-002, 400-001 COM AT NE COR SEC 13, TH N 89-33-00 W 1322.37 FT TO POB, TH S 01-57-37 E 2728.64 FT, TH N 86-30-40 E 1202.90 FT TH S 00-49-00 W 1105.70 FT, TH 845.74 FT ALNG ARC OF CURV LFT-RAD 6172.68 FT-CH N 89-57-39 W 845.08 FT, TH 629.03 FT ALNG ARC OF CURV LFT-RAD 11227.79 FT-CH S 84-30-33 W 628.95 FT, TH 370.62 FT ALNG ARC OF CURV RRAD 13350.74 FT-CH S 83-41- 58 W 370.61 FT, TH S 84-29-50 W 260.82 FT, TH N 04-02-14 W 1099.94 FT, TH N 86-30-40 E 445.00 FT, TH N 02-31-29 W 2767.63 FT, TH S 89-33-00 E 153.99 FT, TH S 00-27-00 W 300.00 FT, TH S 89-33-00 E 200.00 FT, TH N 00-27-00 E 300.00 FT, TH S 89-33-00 E 222.09 FT TO THE P.O.B. PT OF E 1/2 SEC 13, T1S-R7E 86.94 AC

PIN A -01-13-400-004

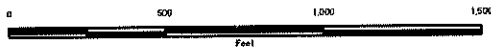
LEGAL DESCRIPTION: SM 13-3A-1A (9-88) COM AT NE COR SEC 13, TH N 89-33-00 W 1898.45 FT, TH S 02-31-29 E 2767.63 FT, TH S 86-30-40 W 445.00 FT TO POB, TH S 04-02-14 E 1099.94 FT, TH S 84-29-50 W 334.26 FT TH N 02-18-11 W 1111.88 FT, TH N 86-30-40 E 300.52 FT TO THE POB. PT OF SE 1/4 SEC 13, T1S-R7E 8.05 AC



Location Map



Total Acreage: 331



1:7,000



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The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washington County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the contractor draws from such information are solely the responsibility of the user. Any assumption of legal status of the data is hereby disclaimed.

NOTE: PARCELS MAY NOT BE TO SCALE