

**REFUSE COLLECTION AGREEMENT**

Document Number

Document Title

Recording Area

Name and Return Address

R. Eichner, Dir. of Public Works  
Town of Cedarburg  
1293 Washington Ave.  
Cedarburg, WI 53012

Parcel Identification Number (PIN)

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This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

Recording Data:

Return To:  
R. Eichner, Dir. Pub. Works  
Town of Cedarburg  
1293 Washington Avenue  
Cedarburg, WI 53012



RESOLUTION NO. 2011-4

"Refuse Collection Agreement Between  
Town of Cedarburg and Miller's Hill Homeowners Association Inc. (Sherman Court)"

The Following AGREEMENT is entered into effective as of January 5, 2011, by and between Miller's Hill Homeowners Association Inc., hereinafter referred to as Association, and the Town of Cedarburg, of Ozaukee County, Wisconsin, hereinafter called the Town.

WHEREAS, the Association is responsible for the maintenance and use of Sherman Court, which is a private drive built to Town road standards located in the Millers Hill Subdivision;

WHEREAS, the Association desires the Town to provide refuse collection services at the end of each driveway on Sherman Court, legally described in Attachment "A" and as depicted in Attachment "B", both Attachments are attached hereto and incorporated herein by reference;

WHEREAS, Section 273-6 of the Town of Cedarburg Code of Ordinances provides that Town refuse collection crews will not enter onto private property to collect refuse unless a written agreement exists with the property owner;

WHEREAS, the Town believes that the Town's collection of refuse on Sherman Court will promote the health, safety and general welfare of the community;

NOW, THEREFORE, in consideration of the approval by the Town Board of this agreement to allow Town refuse collection crews and trucks on Sherman Court on the lands as described in Attachment "A", the Association does hereby agree to allow Town crews and trucks access to and from Sherman Court for refuse collection services., and the Association, on behalf of its members, does hereby understand and agree to comply with all of the Town Code of Ordinances, Town policies, and all other laws and regulations governing refuse collection, without exception and in addition the following:

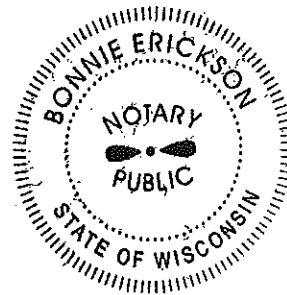
1. Town crews and trucks will access Sherman Court to collect refuse only.
2. Refuse carts will be collected at the end of each driveway, no more than 10 feet from the edge of the pavement on Sherman Court for each residential unit, except that residents at 8155, 8225, and 8297 Sherman Court shall locate their refuse carts for collection at the intersection of Sherman Court and the private drive servicing these properties.
3. Refuse carts shall be placed with the opening of the cart lid facing the road, and multiple refuse carts must be separated by at least three (3) feet.
4. Refuse carts may be in place no earlier than 7:00 p.m. the day before scheduled collection, but no later than 6:30 a.m. on collection day and removed from the roadside the same day as collection.

5. The private drive must be accessible at the time of collection. The Town, its staff, at its sole discretion, determines whether the private drive is accessible for collection. The Association shall be responsible for assuring that the private drive is open and passable after periods of snow or ice.
6. Association shall maintain in full force and effect, and provide Town with written verification of, an insurance policy providing liability coverage for negligent acts or omissions occurring on the private drive, with liability limits for property damage, personal injury and death in the minimum sum of \$1,000,000 per occurrence, with Town named as an additional insured thereon.
7. Association shall protect, hold harmless, and indemnify the Town from any damage to the private drive caused by the refuse collection, and from any and all loss, expenses, costs, claims, demands, liability, damages and/or judgments arising from, or as a result of, any action at law or suit of any kind that may be brought against Town by any person or persons, on account of or in any manner connected with this Agreement, and the performance thereof, or the negligent or intentional acts or omissions of Association, its officers, employees, agents, representatives, members, contractors, invitees, successors and assigns.
8. This Agreement shall continue unless terminated for any reason by either party upon thirty (30) day advance written notice to the other party. The termination notice shall be made in recordable form for the Register of Deeds
9. This Agreement may be amended only in writing signed and executed by the parties hereto.
10. The Association shall reimburse the Town for recording this Agreement with the Ozaukee County Register of Deeds. The Town will provide the Association with a recorded copy of this Agreement.

IN WITNESS THEREOF, the Association has caused this Agreement effective as of January 5, 2011, signed this 3 day of February, 2011

**MILLER'S HILL HOMEOWNERS ASSOCIATION INC.**

By: [Signature]  
 Its: President



State of Wisconsin     )  
   )ss.  
 Ozaukee County         )

Personally came before me this 3 day of February, 2011, the above named to me known to be the person who executed the foregoing instrument in his official capacity of Miller's Hill Homeowners Association Inc., and acknowledge that he executed the foregoing instrument as President of said company by its authority.

[Signature]  
 Notary Public, State of Wisconsin.  
 My Commission: EXPIRES 4-7-2013

Accepted pursuant to Resolution adopted by the Town Board of the Town of Cedarburg, this 2<sup>nd</sup> day of February, 2011.

The Town of Cedarburg

By: David M. Valentine  
David M. Valentine, Town Chairman

By: Jim Culotta  
Jim Culotta, Town Administrator

This instrument was drafted by: Town Attorney Brad M. Hoeft

**ATTACHMENT "A"**

**LEGAL DESCRIPTION OF SHERMAN COURT  
(Private Drive)**

That portion of the north 1/2 of the Northeast 1/4 of Section 28, T10N, R21E, in the Town of Cedarburg, Ozaukee County, State of Wisconsin, also being a portion of Certified Survey Maps, 2506, 2507, and 2508, Vol. 18, pages 183 through 192 in the Ozaukee County Registry, and described as follows: Commencing at the Northwest corner of Lot 4, Certified Survey Map 2506, also being the centerline intersection of Sherman Road and Sherman Court; thence S2°20'37"E, 33.00 feet; thence N88°0'30"E, 33.00 feet to the Point of Beginning; thence S2°20'37"E, 19.80 feet; thence 61.03 feet along a tangent curve concave to the east, having a radius of 117.34 feet and a chord bearing S17°14'35"E, 60.34 feet; thence S32°8'33"W, 20.61 feet; thence 95.35 feet along a tangent curve, concave to the west, having a radius of 183.34 feet and a chord bearing S17°14'35"E, 94.28 feet; thence S2°20'37"E, 202.93 feet; thence 95.99 feet along a tangent curve, concave to the northeast, having a radius of 67.00 feet and a chord bearing S43°23'18.5"E, 87.99 feet; thence, S84°26'0"E, 1077.73 feet; thence 276.73 feet along a tangent curve, concave to the northwest, having a radius of 60.00 feet and a chord bearing S56°45'59"W, 76.06 feet; thence N84°26'0"W, 1018.23 feet; thence 190.55 feet along a tangent curve, concave to the northeast, having a radius of 133.00 feet and a chord bearing N43°23'18.5"W, 174.67 feet; thence N2°20'37"W, 202.93 feet; thence 95.85 feet along a tangent curve, concave to the west, having a radius of 117.34 feet and a chord bearing N17°14'35"W; thence N32°8'33"W, 20.61 feet; thence 95.85 feet along a tangent curve, concave to the east, having a radius of 183.34 feet and a chord bearing N17°14'35"W; thence N2°20'37"W, 20.20 feet; thence N88°0'30"E, 66.00 feet to the point of beginning. The Private Drive, known as Sherman Court is depicted on Attachment B attached hereto ("Sherman Court (Private)").