



SOLID WASTE SERVICES CONTRACT BETWEEN

MID MICHIGAN WASTE AUTHORITY
(MMWA)

AND

Waste Management of Michigan, Inc.
(Contractor)

Effective Date: _____

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Section One: Contract Recitals

WHEREAS, the Mid Michigan Waste Authority ("MMWA") is a duly authorized Authority established and enabled by MCL 124.281 et. seq.; and

WHEREAS, MMWA provides contracted solid waste management services to its member communities under the terms of member contracts; and

WHEREAS, on January 11, 2022, MMWA released and issued a "Request For Proposals (RFP) Residential Curbside Solid Waste Services" ("RFP"); and

WHEREAS, Waste Management of Michigan, Inc. ("Contractor") responded to the RFP; and

WHEREAS, Contractor has provided its "best pricing" responsive to the RFP process; and

WHEREAS, Contractor has agreed to provide "Best Available Services and Technology" to MMWA under the terms of this Contract; and

WHEREAS, Contractor agrees that Contractor participated in the RFP process voluntarily, in good faith, and without any consultation or agreement with any other entity to restrict or otherwise control pricing before or during the RFP process; and

WHEREAS, MMWA, by its authorized and established Executive Committee, scheduled and met with the Contractor at scheduled dates and times to discuss and clarify the Contractor's response to the RFP; and

WHEREAS, Contractor hereby represents, pledges and warrants that it has the know-how, the resources and the finances to execute, carry-out and perform all of the services set forth under this Contract in the manner required by this Contract and otherwise consistent with the Contractor's response to the RFP process and all other subsequent oral and written submittals by Contractor to MMWA; and

WHEREAS, Contractor participated in the RFP process and has no claims concerning the RFP process used by MMWA and hereby waives any such claims or disputes relating to or arising from the RFP process.

NOW, THEREFORE, MMWA and the Contractor do hereby agree as follows with full and adequate consideration acknowledged and accepted by both MMWA and the Contractor.

Section Two: Contract Definitions and Contract Interpretation

The interpretation of this Contract, its phrases and its terms, shall be consistent with the rules of contract construction as then governed by Michigan Law. "Shall" means mandatory and "may" means permissive. "And" is intended to join similar matters. "Or" is intended to join alternative matters. Plain language applies to any word, phrase or term not specifically defined herein.

Each term or phrase below shall have the meaning presented as set forth herein.

- A. "Acceptable Invoice" means an invoice generated by the Contractor and submitted to MMWA for the services conducted under this Contract that is otherwise consistent with this Contract. If the MMWA does not object to an Invoice within ten (10) Business Days of its receipt, it shall be deemed an "Acceptable Invoice" as presented by the Contractor for all purposes under this Contract.
- B. "Applicable Laws" means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, or standard, which is enacted, adopted, promulgated, issued or enforced by a governmental body, a regulatory agency, a Local government, a State, the Federal Government or a division of the Federal Government, and/or any court of competent jurisdiction that relates to or affects the MMWA, the Contractor, or the performance by a party of its obligations under this Contract, including any Disposal Facility used to manage Contract Waste under this Contract.
- C. "Best Available Services and Technology" means, when viewed in the aggregate and taking into account the totality of the relationship between the municipality and Contractor, the best reasonably available personnel, training, vehicles, technology, reporting, customer services and Contract incentives that are equal to or greater than what Contractor provides under another existing municipal contract, an existing extension of another municipal contract or any municipal contract entered into during the Term of this Contract for a municipal entity of less than 50,000 but more than 5,000 households in Michigan, Ohio, Illinois, Indiana and Wisconsin; provided, however, that the above analysis shall exclude any municipality that treats Contractor's leachate or is a host community to a landfill owned by Contractor.
- D. "Bulky Waste/White Goods Waste" means bulk items and includes, but is not limited to, Bed Frames / Mattress and Box Spring / Bicycles / Carpet and Pad equal to one household room that is cut, rolled and tied in four (4) foot sections and considered as one bulk item / Furniture / Grills / Storm Doors and Windows / Garage Door Panels / Swing Sets / Toilets / Televisions and small quantities of Building Debris from repair or remodeling done by home occupant. Standard White Good items, include but are not limited to, Air Conditioners / Dehumidifiers / Dishwashers / Dryers / Freezers / Hot Water Tanks / Humidifiers / Refrigerators / Stoves / and

Washers. Bulky Waste, if mutually agreed upon by MMWA and Contractor subsequent to the Commencement Date, may also include extra bags or containers of Trash outside the cart for Residential Units with carted services.

- E. "Business Day" means Monday through Friday and shall exclude Saturday, Sunday and any Holiday as defined herein.
- F. "Calendar Day" means days running consecutively and consistent with a published calendar for the relevant year at issue. In calculating "Calendar Days", there are no exceptions for weekends or any Holiday as defined herein or otherwise. When calculating "Calendar Days" the day of the starting event shall not be counted.
- G. "Change in Law" shall mean any act, statute, rule, ordinance or legislative action promulgated after the Effective Date where compliance with such change materially increases the costs to the Contractor in performing the Contract Waste services required by this Contract or materially decreases the costs to the Contractor in performing the Contract Waste services required by this contract.
- H. "Commencement Date" means the date, January 1, 2023, wherein the services by the Contractor shall commence under this Contract. The Commencement Date is separate from the Effective Date.
- I. "Contract" means the agreement governing the performance of the services defined herein as executed by MMWA and the Contractor.
- J. "Contract Recitals" means the Contract Recitals as stated herein which, by agreement of the parties, are part of the Contract and binding on the Contractor and MMWA during any Contract Term.
- K. "Contract Term" means the duration of this Contract between MMWA and Contractor as defined in the Contract, including any authorized extension of this Contract.
- L. "Contract Transition" means the time period between the Effective Date and the Commencement Date wherein Contractor shall meet, as requested, with MMWA representatives to prepare for and discuss the services under this contract to ensure that both Contractor and MMWA are prepared to initiate the Contract Services on the Commencement Date.
- M. "Contract Waste" means all of the materials that Contractor agrees to collect and manage under this Contract. Contract Waste is Trash, including Bulky Waste and White Goods, Recyclables and Yard Waste. Contract Waste includes all forms of solid waste governed by the Contract, including solid waste managed under other services in this Contract.

- N. "Contractor" means the party governed by the Contract herein that agrees to perform the work set forth by this Contract, or any part of it, including its successors or assigns, or any duly authorized agents or authorized legal representatives of the Contractor.
- O. "Curb/Curbside" means the vertical edging to the street pavement, or, where there is no street pavement edge, it shall mean the edge of the road material and shall include the side of the road laterally and within six (6) feet of the driveway cut at issue.
- P. "Disposal Facility(ies)" means a sanitary landfill, transfer facility, MRF or other solid waste facility that will be utilized for the disposal and/or management of Contract Waste under this Contract. A Disposal Facility is a site that is acceptable for the disposal, management or processing of Contract Waste for the duration of the Contract that complies with all Applicable Laws.
- Q. "Effective Date" means the date this Contract is fully executed by the parties hereto.
- R. "EGLE" or the "Department" means the Michigan Department of Environment, Great Lakes and Energy, or any successor thereof, including any agency or Department to which the powers of the Department shall be transferred or any other appropriate agency. Any name change does not impact this definition.
- S. "EOW" means every other week.
- T. "Excluded Waste" means any hazardous materials, waste or substances; toxic substances, waste or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes, each as defined by Applicable Laws. Excluded Waste, as defined herein, is not a part of Contract Waste under this Contract.
- U. "Government Approvals" means all licenses, permits, reviews or approvals required from any Local, State or Federal government, agency or division that relates to or governs the performance of the Contractor under this Contract and the services set forth herein.
- V. "Holiday" means New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
- W. "Household Hazardous Waste" means any waste generated by a Residential Unit which, except for the exclusion provided in 40 CFR 261.4(b)(1), would be classified as a Hazardous Waste under 40 CFR, Part 261. Hazardous materials means all highly flammable materials or products that may react to cause a fire or explosion hazard; or that because of their toxicity, flammability, or liability for explosion render

firefighting abnormally dangerous or difficult. This also includes flammable liquids or gases that are chemically unstable and that may spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials and chemicals shall include flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive chemicals, highly toxic materials, and poisonous gases that have a degree of hazard rating in the health, flammability or reactivity of three or four as ranked by NFPA 704 or other code and/or all items that are regulated as "hazardous" under Public Act No. 451 of 1994 (MCL 324.101 et seq) or any other Applicable Laws. This also includes both wet and dry cell batteries, oil, oil based paint, antifreeze, asbestos, tires, etc.

- X. "Liquidated Damages" means the following prohibited events under this Contract that are assigned the stated amount as a Liquidated Damage.

Failure to clean up spilled refuse or litter caused by Contractor or wash down a street as required by Section 5.B.5 within 24 hours.	\$100.00 for each incident.
Failure to repair damage to customer property caused by Contractor or its personnel or to report the claim to Contractor's appropriate insurance carrier within 24 hours.	\$250.00 per incident.
Failure to promptly contain and clean up hydraulic oil, motor oil or fuel leaks.	\$2,000.00 per incident plus any direct cost to the impacted Municipality, if applicable.
Failure to complete all collection routes by 7:00 pm on the scheduled day or otherwise comply with the hours of operation as required by this Contract.	\$250.00 for each failure or neglect of repeated instance at same site.
Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint.	\$100.00 for each failure or neglect of repeated instance at the same Residential Unit.
Co-mingling Recyclables eligible for rebate collected from Residential Units within a Member Community with materials from non MMWA collection in vehicles assigned to the performance of this Contract.	\$500.00 for each instance.
Co-mingling of Recyclables with trash.	\$500.00 for each instance.
Failure to maintain vehicle in operable condition and acceptable appearance after inspection and seven (7) Calendar days written notice by MMWA.	\$500.00 for each instance.

Failure to deliver collected waste, recyclables, or yard waste to designated and approved disposal, processing and composting sites.	\$2,000.00 for each instance.
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- Y. "Management Representative" means a representative of the Contractor that is knowledgeable about the terms and provisions of this Contract, the services covered by this Contract, and the pricing/invoicing under this Contract. The Management Representative shall otherwise be up to date and fully aware of any pending service related issues under this Contract. This Management Representative shall be designated by the Contractor and may be changed from time to time with written notice by Contractor to MMWA. MMWA reserves the right to object to any designated Management Representative. If there is such an objection, Contractor shall designate a new Management Representative within thirty (30) Calendar Days.
- Z. "Member Community" shall mean a member community of the MMWA as of the Effective Date or as added as a Member Community during any Term or extension of this Contract.
- AA. "MMWA" shall mean the Mid Michigan Waste Authority as authorized and as enabled by Michigan Law at MCL 124.281 et. sq.
- BB. "MMWA Executive Committee" means the Executive Committee of MMWA consisting of representatives appointed from time to time by the MMWA Board.
- CC. "MRF" means a Materials Recovery Facility used to manage Recyclables.
- DD. "Performance Bond" means a corporate surety bond that guarantees a set amount of compensation to MMWA in the event MMWA must assume the obligations or duties of the Contractor under this Contract in order for the services under the Contract to continue.
- EE. "Rebate" means an automatic payment discount from Contractor to the MMWA in the amount of one (1) percent of the total invoice amount if payment is made by MMWA to Contractor within thirty (30) Calendar Days of the MMWA receiving an Acceptable Invoice, as defined herein, from the Contractor. Payment shall be deemed "made by MMWA" on the date the payment check is mailed to the Contractor.
- FF. "Recyclable Materials" or "Recyclables" means those single stream materials accepted under the Contract which would otherwise become Trash and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products and that are otherwise acceptable materials at the MRF utilized by Contractor. Recyclables, under this Contract, include OCC

cardboard, steel and aluminum cans, mixed paper, plastics #1, #2, #4, #5, #6, #7 and clear, green or brown glass.

- GG. "Recyclables Revenue Sharing" shall mean the revenue sharing process between the Contractor and the MMWA as calculated and determined by the formula set forth in this Contract at Exhibit Three.
- HH. "Residential Unit" means a residential structure that is authorized eligible for Contract Waste services under this Contract. A Residential Unit is a single family dwelling and may include a multi-family unit with up to eight (8) units. A Residential Unit also includes a "small business" which is defined as a business operating in a residential dwelling with up to three (3) employees that generates Contract Waste consistent with other Residential Units. A Residential Unit also includes any location grandfathered by MMWA to receive Contract Waste services under this Contract. Exhibit Seven contains a list of small businesses to be provided grandfathered service. A Residential Unit Count for purposes of Services under this Contract is set forth at Exhibit Two, adopted herein in full by reference.
- II. "Residential Unit Count Change" shall mean a change in Residential Units serviced by the Contractor under this Contract and as set forth at Exhibit Two. A Residential Unit Count Change shall only be initiated and made by MMWA and shall be completed and issued by MMWA to Contractor by January 15 of each year. If Contractor objects to the Residential Unit Count change presented by the MMWA, Contractor and MMWA shall meet in good faith to resolve the objections. Upon resolution of any objections the new Residential Unit Count shall then be controlling for that Calendar Year.
- JJ. "State" means the State of Michigan.
- KK. "Transporter" shall mean the entity that transports Contract Waste under the terms of this Contract. Under this Contract, the Contractor is deemed to be the Transporter for all legal purposes under any Applicable Law.
- LL. "Trash" or "Refuse" means solid waste as set forth in Act 451 of 1994 at MCL 324.11506 (1) which are acceptable for disposal in a Type II sanitary landfill and shall not include any Excluded Waste, as defined herein, or any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including but not limited to, municipal solid waste incinerator ash) or Household Hazardous Waste. Generally, Trash/Refuse includes all animal and vegetable food waste and all other waste which normally generates from a household. Trash/Refuse may include materials consisting of sod, dirt, rocks and other debris not to exceed fifty (50) pounds of any one such material. Trash or refuse shall not include construction/repair/remodeling debris, including drywall, lumber, wood, cement, bricks, concrete, asphalt, landscape timbers etc.

except for the minimal amounts of those materials specified above. The term Trash or Refuse shall not include leaves or grass clippings as defined by Applicable Laws but will include up to one (1) bundle per week of brush, composed of branches greater than two (2) inches in diameter but less than six (6) inches, and not exceeding forty-eight (48) inches long or thirty-six (36) inches in diameter. Brush does not include root balls or stumps.

- MM. "Yard Waste" means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs less than two (2) inches in diameter, sod without dirt, large quantities of decorative seasonal vegetation, hay bales and any other yard waste materials defined as such by any applicable law. The term Yard Waste excludes agricultural waste, animal waste, roots, sewage sludge, stumps and treated wood of any kind.

Section Three: General Terms and Conditions

- A. Contract Term: The term of this Contract shall be as follows:

1. Initial Contract Term: The initial Contract Term of this Contract shall be ten (10) years commencing on January 1, 2023 and ending on December 31, 2032.
2. Extension of the Initial Contract Term: The Initial Contract Term shall be extended for one (1) additional ten (10) year Contract Term if mutually agreed to by both Contractor and MMWA in writing at least nine (9) months prior to the expiration date of the initial Contract Term.
3. Contract Reopener: In order to discuss and resolve, by way of contract amendment(s), issues relating to performance and services under this Contract, MMWA and Contractor shall each have the right, but not the obligation, to request to reopen the Contract four (4) times (per each party) during the ten (10) year Contract Term. The reopener process shall start with the requesting party providing a written notice to the other party requesting the reopener and stating the basis of the reopener with respect to an ongoing service issue(s). The Contractor and the MMWA agree to schedule and conduct a meeting within thirty (30) Calendar days of any reopener request. Nothing in this provision prevents or restricts MMWA or Contractor from raising disputes or service issues without using the Contract Reopener process. This provision does not impact or restrict other procedures in this Contract including the Termination process and the Dispute Resolution process.

B. Termination of Contract:

1. Termination of Contract: The purpose of this provision is to provide for a termination process. The Contractor or the MMWA may initiate a termination process of this Contract prior to its then current expiration date and consistent with this provision by providing the other party with sixty (60) days written notice if one or more of the following termination issues has occurred:
 - a. The Contractor or the MMWA has failed or refuses to fulfill its obligations under the Contract in a timely manner and in a manner consistent with the Contract.
 - b. The Contractor or the MMWA has failed or refuses to perform any material covenants, agreements, terms or obligations as set forth in the Contract.
 - c. In the case of the Contractor, the Contractor has ceased conducting business in a normal course by reason of insolvency or bankruptcy, regardless of whether such status is voluntary or involuntary.
 - d. In the case of the Contractor, the Contractor has assigned, delegated or subcontracted the services under this Contract in a manner that is not consistent with the Contract.
2. Right to Cure: If the Contract termination process as set forth above in Section B.1 is initiated by either party, the other party shall have thirty (30) Calendar days to develop and implement a cure. If a cure is undertaken to the reasonable satisfaction of the party initiating the termination process, the termination process shall be cancelled by the parties.
3. Continued Performance: If the Contract termination process is initiated by MMWA and the Contractor does not complete a cure to the reasonable satisfaction of MMWA, the MMWA may, in its discretion, require the Contractor to continue performance of this Contract for a period up to an additional ninety (90) Calendar Days after the Notice to Terminate in order to facilitate the MMWA's selection and use of a replacement contractor. The Contractor agrees to and acknowledges this right of MMWA to request and receive continued services as set forth herein. If the MMWA utilizes the Contractor for these additional services, it shall pay the Contractor at the rates then provided for in this Contract.

After the event of an issue which is not cured by the breaching party as provided above, the breaching party shall be liable to the terminating party for any damages the terminating party sustains by virtue of the breaching party's breach.

- C. Most Favored Nations: MMWA and the Contractor agree and acknowledge that this Contract is a "best pricing" Contract. Best pricing, in this Contract, means, when viewed in the aggregate and taking into account the totality of the relationship between the Municipality and Contractor, MMWA shall, throughout each Contract Term of the Contract, be entitled to any lower pricing that Contractor provides to another like kind municipality or Authority that is set forth in a contract, or a contract extension, for any term of three (3) years or more. This applies only to another contract that has substantially similar terms and conditions as this Agreement, with substantially similar service scope, requirements and frequencies, substantially similar route density and volumes of materials, substantially similar and comparable delivery, disposal, and processing logistics and requirements, to a customer that has less than 50,000 Residential Service Units but more than 5,000 Residential Service Units, situated in the State of Michigan (excluding the Upper Peninsula) and relating to a Municipality that does not treat Contractor's leachate or is not a party to any host community agreement with any landfill. Contractor shall provide written notice to MMWA of any such lower contract pricing as outlined in this provision. The only result of this provision is to effectuate lower pricing in favor of MMWA than those in effect at the time written notice is provided to MMWA. Any disputes about the application of this provision shall be subject to the Dispute Resolution process set for the herein.
- D. Representations of the Contractor: Contractor represents, pledges and warrants the following as of the Effective Date and these Representations of the Contractor shall survive until any Termination of this Contract or any conclusion of this Contract.
1. The Contractor represents and warrants it shall comply with all Federal, State, County and Local laws, rules and regulations (including OSHA, CERCLA, RCRA and SARA) and all other applicable water, land and air pollution laws with respect to Contract Waste, storage, disposal, and transportation and the performance of its obligations under this Contract.
 2. The Contractor represents and warrants it shall have and maintain all applicable governmental licenses and permits necessary to conduct the services required under this Contract.
 3. The Contractor represents and warrants this Contract constitutes a valid, binding and enforceable obligation of Contractor deemed to be mutually drafted and with adequate consideration.

4. The Contractor represents and warrants that it is financially able and capable of carrying out all of the requirements and its obligations under this Contract.
 5. The Contractor represents and warrants that, by the authorization of its Board of Directors or other legal equivalent, the Contractor has adopted a valid resolution authorizing entry into this Contract with MMWA under the terms set forth herein.
 6. The Contractor represents and warrants that it has provided the Company Representatives identified below with the actual legal authority to sign this Contract on behalf of Contractor.
- E. Compliance with Applicable Laws: Contractor and MMWA, during any Contract Term, shall each comply with all Applicable Laws. Additionally, Contractor and MMWA shall each, during the term of this Contract, comply with all applicable Federal, State, Regional, County or Local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Toxic Substances Act of 1976, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act of 1966, as amended, the National Environmental Policy Acts of 1975, the Natural Resources and Environmental Protection Acts, and all rules, regulations and guidance documents promulgated or published thereunder, and any Federal, State, Regional, County or Local statutes, laws, rules, regulations or ordinances relating to public health, safety or the environment.
- F. Insurance Requirements: The Contractor shall not commence any services under this Contract until evidence of the required insurance coverages have been secured by the Contractor and provided to MMWA. All insurance coverages shall be placed with insurance companies licensed and authorized to do business in the State of Michigan and with insurance carriers acceptable to MMWA. During any Contract Term, at the Contractor's sole cost and expense, the Contractor shall maintain the following insurances coverages and shall comply fully with the provisions set forth below. Nothing in this provision prohibits or restricts the Contractor from obtaining additional forms of insurance or higher coverage amounts than those set forth herein.
1. Worker's Compensation Amount Not Less Than:
Michigan Statutory minimum

2. Employer's Liability \$500,000.00 minimum each disease
 \$500,000.00 minimum each person
 \$500,000.00 minimum each accident

3. Commercial General \$1,000,000.00 each occurrence
 Liability Insurance \$2,000,000.00 aggregate
 (Broad Form
 Comprehensive,
 Contractual Liability,
 Independent Contracts
 Coverage)

4. Products and Completed \$2,000,000.00
 aggregate Operations
 Liability

5. Automobile Liability \$1,000,000.00 combined single
 Insurance limit for
 (covering all owned,
 hired and bodily
 injury and property
 damage non-owned
 vehicles with personal
 protection insurance,
 including residual
 liability insurance
 under Michigan
 no fault insurance law)

6. Excess Umbrella \$5,000,000.00 each occurrence
 Liability

7. Pollution Liability Insurance: The Contractor shall obtain coverage for the
 duration of this Contract for pollution legal liability (environmental
 impairment liability) including investigation and legal defense, for bodily
 injury and property damage, including loss of use of damaged property or
 of property that has not been physically damaged or destroyed. Such
 insurance must provide coverage for both on-site and off-site investigations,
 cleanup costs and cover gradual and sudden pollution. Coverage shall
 contain a per contract aggregate endorsement.

8. Additional Insured: The commercial general liability insurance policy,
 pollution liability insurance policy, and motor vehicle liability insurance policy

shall include an endorsement naming the "Mid Michigan Waste Authority" as an additional insured. This shall include all elected and appointed officials, all employees and volunteers, all boards, commissions and/or Authorities and their board members, including employees and volunteers of MMWA and all Member Communities of MMWA. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the MMWA and shall provide blanket contractual liability insurance for all written contracts. Should any work be contracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

9. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that sixty (60) Calendar days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the MMWA. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the MMWA in writing."

If any of the above coverages expire during the term of the Contract, the Contractor shall deliver renewal certificates and/or policies to MMWA at least ten (10) Calendar days prior to the expiration date. The Contractor shall provide to MMWA, upon written request, a certified copy of any insurance policy required under this Contract.

10. Proof of Insurance Coverage: At the time of the Effective Date, the Contractor shall provide MMWA with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice is acceptable. Copies or certified copies of all policies mentioned above shall be open for inspection by MMWA, if requested.

- G. Independent Contractor Status: No provision of this Contract shall be construed as creating or implying an employer-employee relationship between the Contractor and the MMWA or between the Contractor and any Member Community of the MMWA. It is agreed that Contractor is an "independent contractor" as that phrase

is defined and interpreted, as of the Effective Date and during any Term, by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits of any kind not otherwise specified in this Contract.

- H. Licenses: Contractor shall obtain at or before the Effective Date, at its own expense, any and all licenses and/or permits required by any Federal, State or Local governments or agencies necessary to operate the equipment and perform the work and services required by this Contract. Any and all employees and authorized subcontractors of the Contractor shall be properly trained and shall have all licenses and endorsements required by Federal, State and Local laws in order to operate the equipment and vehicles utilized in the performance of the services under this Contract. MMWA has the right to inspect any and all licenses and all Contractor training documents during any Contract Term.
- I. Employees: Contractor shall take reasonable and customary precautions in the selection of its employees and authorized subcontractors assigned to do work under this Contractor to ensure their honesty, courtesy, abilities and fitness. All of Contractor's employees shall wear Contractor required uniforms and Contractor issued identification. Adequate supervision and adequate training shall be furnished by the Contractor over employees and authorized subcontractors at all times. Contractor agrees to reassign any employee or subcontractor who is violating this provision or any other provision of this Contract. No person under the age of sixteen (16) years shall be employed or engaged to perform services under this Contract. No person whose age or physical condition is such to make such person's employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform services under this Contract, provided that this shall not operate against the employment of physically challenged persons otherwise employable where such persons may be safely assigned to work which they are able to perform.
1. Nondiscrimination Against Persons with Disabilities: Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of disabilities as defined in the Persons with Disabilities Civil Rights Act, that is related to such person's ability to perform the duties of a particular job or position.
 2. Elliott-Larsen Civil Rights Act: Contractor agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to such person's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to that employment because of such person's race, color, religion, national origin, ancestry, age, height, weight, gender (sex) and marital status, or other class of individuals protected by law.

3. Non-Employment: Nothing in this Contract shall create, or be interpreted to create, any employer/employee relationship of any kind between MMWA and the Contractor's employees or authorized subcontractors. Contractor agrees to defend, indemnify and hold MMWA and its Member Communities harmless from and against any claims or allegations, labor related or otherwise, that arise from this provision governing employees and subcontractor.
4. Contractor Payment of Taxes: The Contractor shall be solely responsible for the following taxes and tax related payments and obligations.
 - a. Payment of wages to its employees in compliance with all Local, Federal and State laws.
 - b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Contractor under Local, State and Federal law.
 - c. Payment of all applicable Local, State and Federal taxes, charges or permit fees, whether in force as of the Effective Date or subsequently enacted during any Term required to be paid by Contractor.
 - d. Payment of any and all taxes, charges, surcharges or other fees and costs related to the equipment and property of the Contractor.
 - e. The Contractor shall indemnify and hold MMWA and its Member Communities harmless from all claims arising from the foregoing payment obligations of the Contractor.
 - f. Contractor acknowledges and agrees MMWA has represented to Contractor that it is a governmental unit and as such is exempt from payment of all State and Federal taxes. MMWA agrees to provide Contractor a copy of MMWA's tax exempt status document upon request.
5. Employee Qualification, Payment and Accident Prevention: All persons employed by the Contractor shall be competent, skilled, and properly trained and qualified in the performance of the services to which they are assigned to perform under this Contract. Contractor shall submit a copy of the Contractor's current employee training program and manual to MMWA prior to the Commencement Date of Contract, and shall provide all updates to MMWA for such as applicable. Contractor shall certify to MMWA that each

employee has satisfactorily completed the training program. Spill response training shall be included.

6. Civil Infractions: Contractor will be solely responsible, financially and otherwise, for any traffic tickets or other municipal infractions incurred by Contractor's drivers.

J. Performance Guarantees:

1. Performance Bond: The Contractor shall furnish, at its own expense, prior to the Effective Date, a Performance Bond in the amount of \$2,000,000.00.
2. Form of Bonds: All Performance Bonds shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan.
3. Disclosure: The Contractor agrees to provide a valid and binding copy of the then current and binding Performance Bond to MMWA annually or within three (3) Business days of a request.

K. Indemnity and Title to Contract Waste:

1. Responsibility for Contract Waste: Contractor shall be responsible for all Contract Waste managed by the Contractor under this Contract. Title to the Contract Waste under this Contract shall pass to the Contractor when placed in Contractor's collection vehicle. Title to Excluded Waste shall not pass to Contractor at any time.
2. Waiver: The Contractor, for itself, its successors and assigns, releases, waives, discharges and covenants not to sue MMWA, its officers, employees, agents and elected officials, successors and assigns and all member communities of MMWA, their officers, employees, agents and elected officials, from and against any and all actions or causes of action, claims, suits, demands, liabilities, loss, damage or expense of any kind and nature, including attorney's fees and including claims for injury or death (collectively, "Losses"), but only if the Losses are first party claims solely for compensation for an injury to the person or equipment of the Contractor resulting directly or indirectly from the negligent performance by Contractor of any service(s) under this Contract, and is not due to the negligence, violation of applicable law, or breach of Contract by the MMWA.
3. Indemnity: Contractor expressly agrees to indemnify, defend and hold MMWA and its Member Communities harmless against all Losses, as defined above, arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of

governmental laws, regulations or orders but only to the extent resulting from Contractor's negligent performance of this Contract or Contractor's negligent collection, transportation or disposal of Contract Waste, based upon any act or omission of Contractor or any employee, subcontractor or other person acting on Contractor's behalf in connection with or incident to this Contract.

4. Survival of Indemnity: Contractor's obligation to indemnify, hold harmless and defend the MMWA and its Member Communities shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities otherwise provided by any law.
- L. Assignment: This Contract shall not be assigned, delegated or subcontracted, by the Contractor without the prior written consent of MMWA, which shall not be unreasonably withheld. For purposes of this Contract, a transfer of more than ten (10%) percent of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty (50%) percent of the assets of Contractor to any person or entity shall be considered to be an assignment governed by this provision. Notwithstanding anything to the contrary in this Contract, MMWA's written consent will not be required if the Contractor assigns this Contract or subcontracts to an Affiliate of Contractor. "Affiliate" shall mean, with respect to this Contract, any other entity that directly, or indirectly through one or more intermediaries' controls, is controlled by, or is under common legal control with Contractor.
- M. Modification; Entire Agreement: This Contract, or any terms hereof, may not be changed, waived, discharged, amended or terminated, absent an agreement in writing executed by MMWA and the Contractor. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.
- N. Uncontrollable Event: Any failure or delay in performance under this Contract by either party due to an "Uncontrollable Event" shall not constitute a breach or default of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such Uncontrollable Event and for a reasonable time thereafter. Should an Uncontrollable Event occur, Contractor and MMWA shall mutually agree on the timing upon which the services may continue. An Uncontrollable Event shall effectively mean the same as a force majeure event.

An Uncontrollable Event shall mean any act, event or condition, whether or not foreseeable, occurring during any Term of this Contract that has had, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both MMWA or the Contractor under this Contract if such

act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract.

Uncontrollable Circumstances shall include the following but is not limited to:

1. A natural act, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area;
 2. The suspension, termination, interruption, denial or failure of renewal or continuation of any permit, license, consent, authorization, or approval required for the provision of services under this Contract, provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;
 3. The loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for operation of the facilities required under this Contract if such loss or inability is not the result of the willful or negligent action or inaction of the Contractor; and
 4. A public or private labor dispute relating to the collection of Contract Waste which involves persons other than those working for (or on behalf of) the Contractor or any affiliate or subcontractor hired by the Contractor, which prevents the management of Contract Waste under this Contract; and
 5. A National, State or Local health event wherein there is a written, authorized and published government declaration that prevents the services under this Contract from being lawfully conducted.
- O. Records and Access to Records: The Contractor shall maintain, in its local office, full and complete operation and service records related to all services conducted by Contractor under this Contract. The service records shall include, at a minimum, the following:
1. The Residential Units to whom a service was provided.
 2. A log of complaints and resolutions for all services provided under this Contract.
 3. A log of missed collections and responses.

4. A description of any vehicle accidents, infractions, spills, releases or discharges.
 5. A listing of all accounts having a change of service during the month.
 6. Actual or accurately estimated weights and/or volumes of garbage, recyclable materials and yard waste collected by waste stream and where these items were transported to for lawful disposal or lawful management under this Contract.
- P. Information Deemed Important: Contractor acknowledges and accepts that the volume of all Contract Waste is important data to the MMWA. Those volumes shall be maintained by the Contractor and shall be available at all reasonable times to the MMWA to prepare trend reports and analyses.
- Q. Meeting Attendance: Upon request and notice made by MMWA to Contractor, Contractor's Management Representative shall attend any requested meetings of the MMWA Board of Trustees or Executive Committee. For the first calendar year of this Contract, Contractor's Management Representative shall attend each MMWA Executive Committee Meeting and Board of Trustees Meeting.
- R. Contractor Offices: Contractor, throughout the duration of this Contract and any authorized extensions of this Contract, shall establish and maintain an office in the greater Saginaw area wherein the Management Representative shall be located and available.
- S. MMWA Office Stipend: Contractor, throughout the term of this Contract and any authorized extension of this Contract shall continue to provide the MMWA with the office space it currently occupies at 2063 S Miller Rd Saginaw MI 48609. In addition, Contractor shall:
1. Commit to an accompanying ten year amendment to the current lease excluding the language related to the landfill extension agreement and Royalty and O&M payments.
 2. Contractor commits to delivering hardline internet service up to but not limited to 600 Mbps at the 2063 S Miller Rd location at Contractor's sole expense. The installation shall be conducted and completed as soon as possible including should the installation be available prior to the Commencement Date but after the Effective Date of this agreement.
 3. Effective as of the Commencement Date through successful installation of the internet hardline, Contractor shall reimburse MMWA monthly for the actual monthly invoiced amount of the internet service inclusive of all applicable

taxes and fees currently set at \$599.00 per month but not to exceed to \$900.00 per month including any applicable pro rata amounts.

4. Upon successful completion of the hardline installation Contractor shall reimburse MMWA monthly for the actual monthly invoiced amount of the internet service inclusive of all applicable taxes and fees for the remaining term of the agreement.
 5. Deliver a lump sum payment of \$25,000 at the Commencement Date to be used for improvements to the office/leased space at the discretion of MMWA.
- T. Governing Law: This Contract is made in and shall be governed by the laws of the State of Michigan. This Contract shall be deemed to be mutually drafted by MMWA and the Contractor for all legal purposes.
- U. Cumulative Remedies: No right, power or remedy conferred upon or reserved to MMWA or Contractor under this Contract is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or now or hereafter existing at law or in equity or by statute.
- V. Dispute Resolution: Notwithstanding anything contained in this Contract to the contrary, and notwithstanding any other dispute or default remedy process or procedure provided for in this Contract, if there is a dispute concerning the right of either party to terminate this Contract or a dispute concerning any aspect of this Contract, MMWA and the Contractor shall continue to perform their respective obligations as if this Contract were in full and complete effect and both parties' rights shall continue in effect until such dispute is resolved and any appeals permitted in this Contract are exhausted. Any dispute or controversy between the parties with respect to the interpretation or application of any provision of this Contract or the performance by Contractor or MMWA of their respective obligations hereunder, or otherwise arising out of the Contract (collectively, "Dispute") shall be resolved as provided herein.
1. Performance During Disputes: MMWA and Contractor shall continue to perform their obligations under the Contract during the pendency of any Dispute.
 2. Informal Dispute Resolution: MMWA and Contractor shall first attempt to resolve any Dispute, informally, by negotiating in good faith in an effort to resolve the Dispute. Proposals and information exchanged during the informal proceedings described in this Section between the parties shall be privileged, confidential and without prejudice to a party's legal position in any formal proceedings going forward but nothing herein is deemed to

circumvent the Michigan Rules of Court. All such proposals and information, as well as any conduct during such proceedings, shall be considered settlement discussions and proposals, and shall be inadmissible in any subsequent proceedings.

3. Arbitration: Any Dispute not resolved within thirty (30) Calendar Days of the submission of the Dispute shall be settled by binding and statutory arbitration in the Saginaw Michigan area before the American Arbitration Association and in accordance with its then existing Commercial Arbitration Rules (the "Rules"). Each party shall pay its own attorneys' fees and one-half of the other arbitration costs (arbitrator, court reporter, copies, etc.). An arbitration decision or ruling shall be conclusive as to the matters submitted to the arbitrators and shall be binding and final.
 4. Injunctive Relief and Venue: Notwithstanding anything in this provision, either party may request a court of competent jurisdiction to grant injunctive relief to such party until an arbitrator can decide the matter in question. Any action between the parties arising from this Contract shall be maintained in the appropriate Michigan Courts, subject to the statutory requirements for venue and jurisdiction.
 5. No Consequential or Punitive Damages: In no event shall either party be liable to the other or obligated in any manner to pay to the other, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.
- W. No Third-Party Beneficiary: No entity or person involved with, working with or associated with the Contractor under this Contract in the performance of services under this contract, shall be deemed to be an express, implied or direct beneficiary of this Contract or any portion, term, section or provision of this Contract. Contractor agrees to defend, indemnify and hold MMWA and its Member Communities harmless from and against any such claim, suit, demand or obligation.
- X. Change In Law: Contractor and MMWA shall provide notice to the other upon receiving a notice concerning a Change In Law as defined herein. If there is, in fact, a defined Change In Law, MMWA and Contractor agree to meet and discuss any Contract changes that are required to address the Change In Law. Any dispute about the implication or the impact of a Change In Law shall be managed and resolved consistent with Provision V. Dispute Resolution.

- Y. Waiver: Any failure of Contractor or MMWA to insist upon strict compliance with any of the terms, covenants, or conditions of this Contract shall not be deemed a waiver of any term, covenant, or condition. No delay or omission on the part of the Contractor or MMWA in exercising any right shall operate as a waiver of such right or any other right. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time. The Contractor or MMWA shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed both parties.
- Z. Notices: Any notice required in this Contract shall be made to the other party as follows:

To:
Mid Michigan Waste Authority
Attention: Katharine Tessin
Administrative Director
2063 S Miller Rd
Saginaw MI 48609

Email: ktessin@recyclemotion.org
Phone: 989 781 9555

Contractor shall complete its information no later than sixty (60) days prior to the Commencement date and shall include for any named individual(s) their: Name, Title, Mailing Address, Email Address and Phone Number.

Section Four: Contract Services

- A. General Description of Contract Waste Services: Contractor shall provide services for all Contract Waste from each Residential Unit as defined herein. This includes the collection and disposal of Refuse/Trash, including Bulky Waste/White Goods Waste described below. This includes Recyclables collection and processing. This includes Yard Waste collection and composting. This includes all "other services" as defined herein.
- B. Areas of Contract Waste Services: The potential areas for Contract Waste Services include six (6) active zones that are defined and attached hereto as Exhibit One.
- C. Residential Units: Contractor shall provide services to each Residential Unit. As of the Commencement Date, the Residential Units are defined at Exhibit Two. After the first full year of the Contract Term, the listing of the serviced Residential Units will be provided by MMWA to Contractor annually by January 15 to govern the services under this Contract for that Calendar Year. Contractor shall have no right to

unilaterally modify the Residential Unit Count, however, should Contractor have information as to any inaccuracy with respect to the Count, Contractor shall submit the same to the MMWA for its review. Notwithstanding this annual setting of the Residential Units on each January 15, at any time during any Calendar Year under this Contract, MMWA shall notify Contractor of any new Residential Unit and Contractor shall, within one (1) Business Day, establish services under this Contract to that Residential Unit.

D. Change In Services: The following shall apply to any change in Contract services under this Contract.

1. Only MMWA can initiate and change the scope of the Contract services.
2. Changes to the Contract services may include adding or deleting services or increasing or decreasing the frequency of the Contract services provided under this Contract.
3. The Contractor shall not modify, in any way, any pricing due to any change in Contract service made by MMWA unless approved in writing by MMWA prior to any such pricing change.
4. Any change in the Contract services, by way of increase or decrease, of the total Residential Unit count at an amount equal to or greater than 25%, increase or decrease, of the then current Residential Unit count shall be deemed a "change in services" as set forth herein and MMWA and Contractor shall meet to determine any impact on pricing based on the change in services.
5. In recognition that the recycling industry experiences commodity price volatility, both parties agree to evaluate the curbside residential recyclables collection program in years three (3), six (6) and eight (8) of this agreement which will be subject to negotiations at that time. As a result of each evaluation, each MMWA Member Community will have the option of discontinuing or adding the collection of recyclables for their community or switching between weekly and EOW recyclables collection.

Should MMWA as a whole discontinue collection of recyclables as a result of the above, the price schedule for refuse or yard waste collection services shall not be impacted. If MMWA discontinues collection of recyclables, Contractor may with advance notice to MMWA discontinue the Public Drop-off discussed below and the price schedule shall not be impacted. Should any MMWA Member Community(ies) discontinue collection of recyclables as

a result of the above, the price schedule for refuse or yard waste collection services shall not be impacted.

- E. Trash/Refuse: If selected by the specific Member Community, Contractor shall collect, transport and dispose of Trash/Refuse at a Disposal Facility. This service shall be year-round, weekly and Curbside for all Residential Units. Trash/Refuse shall be collected in carts provided by the Contractor to each Residential Unit. Trash/Refuse shall have the meaning as defined herein.
1. Bulky Waste/White Goods Waste: Contractor shall collect, transport and dispose of Bulky Waste/White Goods Waste at a Disposal Facility. Each Residential Unit may set out Curbside two (2) Bulky Waste/White Goods Waste items per week on the same day scheduled for Trash/Refuse collection. If any item of Bulky Waste/White Goods Waste is determined by Contractor to require more than one (1) Contractor employee to load for collection, that item shall be rescheduled and collected within two (2) Business Days of the original scheduled collection day.
 2. Improperly Set Out Trash/Refuse Or Bulky Waste/White Goods Waste: Contractor shall affix to non-conforming containers or loose Trash/Refuse a sticker or tag approved by MMWA stating the reason for the non-collection. Contractor shall notify MMWA if any scheduled collection is not made. Should MMWA determine the Trash/Refuse/Bulky Waste/White Goods Waste to be collectible in the manner set out, Contractor shall promptly return to the Residential Unit and shall collect the Trash/Refuse/Bulky Waste/White Goods Waste at Contractor's expense. Contractor shall provide MMWA direct access to a system of digital photographs or video to document properly and improperly set out materials under this provision.
- F. Recyclables: If selected by the specific Member Community, Contractor shall collect, transport and process Recyclables at a MRF. Contractor shall provide year round weekly or EOW Curbside single stream Recyclables collection to all Residential Units that receive Trash/Refuse collection services unless otherwise selected by a Member Community. Recyclables shall be collected in carts provided by the Contractor to each Residential Unit.
1. Recyclable Revenue Sharing: Contractor shall participate in the Recyclables Revenue Sharing as set forth at Exhibit Three for Recyclables collected by Contractor under this Contract. Any Recyclables subject to Revenue Sharing shall be subject to composition audits at least on an annual basis and upon request by MMWA, but not more than two times per year, to determine the percentage of each commodity within the Recyclables. Contractor shall establish the Audit process and shall be solely responsible for all costs of the Audit Process. The calculation and audit results of Recyclables Revenue

Sharing is subject to the Dispute Resolution Process as set forth in this Contract.

2. Improper Set Out Of Recyclables: Contractor shall affix to non-conforming containers or improperly prepared Recyclables a sticker approved by MMWA stating the reason for the non-collection and Contractor shall notify MMWA if collection is not made. Should MMWA determine the Recyclables to be collectible in the manner set out, Contractor shall promptly return to the Residential Unit and shall collect the Recyclables at Contractor's expense. Contractor shall provide MMWA direct access to a system of digital photographs or video to document properly and improperly set out Recyclables under this provision.
- G. Yard Waste: If selected by the specific Member Community, Contractor shall collect, transport and compost Yard Waste from each Residential Unit located within the specific Member Community. This service shall be from the beginning of the first full week in April of each Calendar year through the end of the first full week of December of each Calendar year. Each Residential Unit receiving Yard Waste Services under this Contract shall place all Yard Waste in properly labeled and suitable containers or degradable paper bags Curbside.
1. Suitable Container for Yard Waste Collection: Yard Waste shall be placed in a container made of rigid plastic or metal, with handles, and between twenty (20) to thirty five (35) gallons in size clearly marked with a "Yard Waste" sticker, or in degradable paper bags manufactured for the purpose of yard and leaf collection, and meeting all other set-out requirements. No plastic bags are allowed for Yard Waste. Each container and its contents, shall not weigh more than fifty (50) pounds each.
 2. Improper Set Out Of Yard Waste: Contractor shall affix to non-conforming containers or improperly prepared Yard Waste a sticker approved by MMWA stating the reason for the non-collection and Contractor shall notify MMWA if collection is not made. Should MMWA determine the Yard Waste to be collectible in the manner set out, Contractor shall promptly return to the Residential Unit and shall collect the Yard Waste at Contractor's expense.
 3. Christmas Trees. Contractor, as part of the Yard Waste Services to a Member Community receiving such services and without any additional costs, shall collect from all Residential Units within Member Communities that have Yard Waste services, discarded Christmas Trees that have no ropes, lights, metal, plastic or other inorganic material affixed to them, provided the Christmas Tree is placed Curbside. Unless exigent circumstance exist, Contractor shall treat unadorned Christmas Trees as Yard Waste. This service shall be provided by the Contractor from Christmas Day through the end of January

of each Calendar Year during this Contract. Any Christmas Tree placed Curbside for collection by Residential Units outside of the time period stated herein shall be collected as Bulky Waste/White Good Waste under this Contract at no extra charge.

H. Other Services:

1. MMWA Member Community Dumpsters and Rolloffs: Contractor, as requested by MMWA, shall provide the delivery, collection, and disposal services for two (2), four (4) and eight (8) yard dumpsters for Refuse/Trash and Recyclables and for twenty (20) yd and thirty (30) yd roll off containers for the same services. Costs for such services shall be charged directly to MMWA as a separate cost. As of the Commencement Date, a Schedule of such services is at Exhibit Four. This Schedule may be modified or terminated by MMWA at any time. Any services under this provision shall be subject to the rates and pricing at Exhibit Five.
2. Member Community Dumpsters and Rolloffs for Special Events and Festivals: On behalf of any Member Community, MMWA may request, and Contractor shall provide the delivery, collection, and disposal services for two (2), four (4) and eight (8) yard dumpsters for Refuse/Trash and Recyclables and for twenty (20) yd and thirty (30) yd roll off containers for the same services. Costs for such services shall be charged directly to MMWA as a separate cost. Any services under this provision shall be subject to the rate and pricing at Exhibit Five.
3. On-Call Services: Subject to the availability of Contractor's labor force and equipment, Contractor shall collect and deliver to a Disposal Facility all materials collected from "on-call" sites that MMWA identifies which may include collection of Refuse/Trash from litter abatement enforcement (illegal dumping and evictions), weather related damages, and similar circumstances. Such "On-Call" services shall be completed by Contractor within two (2) Business Days of electronic notice from MMWA requesting such service. Contractor shall itemize these On Call services and shall invoice those services using the pricing and rates set forth at Exhibit Five.
4. Schools: On behalf of a school, within a Member Community, MMWA may request Recyclables services. If requested, to the extent it does not interfere with an existing WM contract, Contractor shall provide eight (8) yard dumpsters or twenty (20) yard Rolloffs/thirty (30) yard Rolloffs for this service. Any such Recyclables shall be considered Contract Waste for purposes of the Recyclables Revenue Sharing Formula. Any services under this provision shall be subject to the rates and pricing at Exhibit Five.

5. Side Door Services: There may be eligible households on a collection route that are occupied by individuals who have been determined to be unable to move Trash, Recyclables and Yard Waste to Curbside. If MMWA and Contractor mutually agree a site is accessible by collection vehicle and personnel, these Residential Units shall be provided side door service by the Contractor for their Trash and Recyclables carts and manual yard waste bags or cans, as part of the regularly scheduled collection, and at the pricing provided for other Residential Units under this Contract. The Contractor shall bring the Trash and Recycling cart(s) and Yard Waste bags or containers to the curb and return the Trash and Recycling carts and Yard Waste container(s) to the location where they were originally placed. MMWA shall provide to Contractor, as of the Commencement Date, a schedule of all Side Door Services and the schedule shall be updated by mutual agreement of Contractor and MMWA as needed and on an ongoing basis. See Exhibit Six for a current list. The parties agree that a maximum of two (2) carts per Residential Unit are eligible for Side Door Service and two (2) yard waste bags or cans.
6. Public Drop Off: Contractor shall provide at least one public Recyclables drop-off location available to the MMWA Member Communities receiving Contract Waste Services under this Contract at no additional cost. The facility should be accessible a minimum of four (4) hours per day, five (5) days a week. The parties agree that the Public Drop Off is exclusively for Recyclables as defined in this contract.
7. Bagster Service: WM shall provide to MMWA at the beginning of each Calendar year of this agreement three hundred (300) bagsters for MMWA to distribute as it chooses. Eligible residents shall schedule delivery and pickup of bagsters online as a separate pay item for the resident.
- I. Carts: For any route and Contract Waste collection services by Contractor that require carts as selected by the specific Member Community, the following shall apply:
 1. Roll Carts: For purposes of carts used for Trash/Refuse and Recycling collections, the Contractor shall provide, maintain, and replace carts as needed, including in the event of claims of stolen or missing carts. The Carts shall be the Carts selected by MMWA including Cart color and hot stamped with MMWA's logo and program information that MMWA will develop with the Contractor. It is understood by MMWA that WM prefers WM green as the cart color. WM shall order a sufficient quantity of 96 gal carts for initial delivery to all eligible Residential Units plus a sufficient quantity of 96 gallon carts for anticipated replacement and new Residential Units to meet the needs of the Member Communities going forward. This initial order shall

also include a sufficient number of 64 gallon trash and recycling carts to cover estimated swaps. The Contractor shall be responsible for matching the specifications of the carts with regards to construction, warranty, and labeling.

2. Contractor shall be responsible for ordering carts, taking delivery of carts, assembly and delivering carts to the Residential Units. For initial cart delivery, Contractor shall provide a database of all distributed carts including cart model, cart serial number and address delivered to.
3. Contractor shall be responsible for visual inspection of the condition of the carts and reporting any concerns about any cart to MMWA throughout any Term of this Contract.
4. Carts shall be standard ninety-six (96) gallon capacity for both Trash/Refuse and Recyclables. Contractor shall allow Residential Units an opportunity, starting thirty (30) days after initial cart distribution, to switch from the larger cart to smaller sixty-four (64) gallon carts for either Trash/Refuse or Recyclables or for both. A six (6) month amnesty period will be provided starting thirty (30) days after the Commencement Date of the Contract or initial delivery of the carts, whichever is later, for Residential Units to request a cart switch as outlined herein without a cost to the Residential Unit. After that six (6) month time period as defined herein, the Contractor may charge a switching cost, the terms and pricing are set forth at Exhibit Five.
5. All carts shall be manufactured to the specifications used by the Contractor for their own cart programs with regards to design and construction of the container body, lid, hinges, handles, wheels and axles. Labeling and identification shall be the responsibility of the Contractor but shall be subject to prior approval by MMWA. For carts delivered within seven (7) months of the Commencement Date, Contractor shall ensure that there is a cart warranty for no less than twelve (12) full years of coverage on the cart body, and ten (10) full years of coverage on all other cart components. Any cart provided under this contract shall have a warranty at least until the end of the Contract. The warranty must specifically provide for no-cost replacement of any component parts which fail in materials or workmanship for the above stated time periods, beginning at the date of original purchase by the Contractor. The Contractor shall keep an inventory of sufficient replacement carts as well as cart replacement parts, and shall update MMWA, upon request, of the status of that inventory. Contractor shall perform deliveries, repairs and exchanges of such equipment in a timely manner. Contractor shall maintain the cart storage site which shall include keeping an accurate and up to date cart inventory to meet the service demands of this Contract. Contractor shall receive all shipments of carts, and shall log them into the

cart inventory on a timely basis.

6. The Contractor will provide unused carts to all additional Residential Units added to the Contract at any time during the Term of this Contract. Delivery shall also include appropriate educational material as reviewed and approved by MMWA.
7. The Contractor shall provide an on-going cart maintenance program that completes repairs or replacements within five (5) Business Days of a request made by MMWA.
8. The Contractor shall provide MMWA with a Recycling participation rate for all Residential Units participating in Recycling services on a quarterly basis.
9. Contractor shall provide additional curbside carts to Residential Units for Curbside Trash/Refuse and Recyclables collection in accordance with the following:
 - a. Residential Units shall have the option to make a one-time payment for each additional ninety-six (96) or sixty-four (64) gallon cart at the prices/rates set forth at Exhibit Five.
 - b. After the amnesty provision, Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for Trash/Refuse with a sixty-four (64) gallon cart or exchange a sixty-four (64) gallon cart for a ninety-six 96 gallon cart. The costs of this exchange shall be at the prices/rates set forth at Exhibit Five.
 - c. After the amnesty provision Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for recyclables with a sixty-four (64) gallon cart or exchange a sixty-four (64) gallon cart for a (96) gallon cart. The Costs of this exchange shall be at the prices/rates set forth at Exhibit Five.
10. Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace such damaged carts at Contractor's sole cost.
11. Contractor shall upon request make available to any Member Community one (1) ninety six (96) gallon cart and on sixty four (64) gallon cart for display at the municipal offices.

12. Contractor agrees that after implementation of cart service up to 20% of a Member Community's Residential Unit count may return the Contractor provided carts and elect Manual Service at the carted service rate then in place plus \$24.00/year. The \$24.00/year fee shall be increased by four (4) percent annually and applied accordingly.

Contractor shall be responsible for removing all carts at the conclusion of the Contract.

- J. Contract Transition: During the time period between the Effective Date and the Commencement Date, Contractor agrees to meet with MMWA to conduct a Contract Transition that is intended to ensure the following:

1. That the Contract Waste Services set forth in this Contract are understood and acknowledged.
2. That any "Other Services" set forth in this Contract are understood and acknowledged.
3. That the pricing and rates for all services under this Contract are understood and acknowledged.
4. That the Member Communities serviced by this Contract and the Residential Units for each Member Community serviced by this Contract are understood and acknowledged.
5. That the Role of MMWA, as an Authority, in the communication of the terms of this Contract to all serviced Member Communities and serviced Residential Units is understood and acknowledged.

- K. Commencement Date through October 1, 2023: During the time period between the Commencement Date and the earlier of either October 1, 2023, or cart delivery on a Member Community by Member Community basis MMWA and Contractor agree to the following:

1. WM will continue to provide day to day operations, reporting and follow the MMWA service ticket process as currently in practice until carts and a system of photographs or video to document properly and improperly material is implemented:
2. An increase of five (5) percent to the 2022 collection rates across all zones for weekly trash, weekly recycling and EOW recycling.

3. Implementation of the 2023 Landfill disposal rate of \$19.30/ton for Contract Waste actually generated.
4. Implementation of the 2023 Recyclables processing rate of \$96.00/ton for Recyclables actually generated.
5. Implementation of all in pricing for seasonal yard waste at the agreed upon 2023 pricing structure.
6. No fuel surcharge shall be due from MMWA to Contractor during the time period between the Commencement Date and the date CNG trucks are implemented and thereafter.
7. Member Communities choosing to switch from weekly manual recycling to EOW carted recycling shall continue to receive weekly manual collection services at the above rates unless the Member Community chooses to switch to EOW recycling collection beginning January 1, 2023.
8. WM has a vested interest in commencing CNG truck service as soon as possible. As such, MMWA acknowledges that WM, due to potential supply chain issues that are outside of WM's control, has set January 1, 2024, as a target Commencement Date.
9. Should Contractor fail to implement Cart Service by October 2, 2023, Contractor agrees and shall pay a stipulated penalty of \$1.00 per Residential Unit per Calendar Month for each time period thereafter, pro rated as necessary, until the service is fully implemented. This amount shall be a line-item deduction from the Acceptable Invoice beginning in October through resolution of Cart implementation.
10. MMWA will provide Contractor with a Member Community by Member Community list of service addresses by December 1, 2022.
11. WM will provide MMWA with a delivery schedule of carts to the Member Communities with delivery to be completed before October 2, 2023.
12. WM will assist with education efforts such as literature related to cart implementation.
13. Cart delivery may take several weeks to complete.

14. Cart collection will begin the week after carts are delivered to the Member Community. Cart collection will begin on a Member Community by Member Community basis. For the month during which carts are delivered and carted service begins, billing for services for that Member Community shall be on a pro rata basis for both manual collection and carted collection.
15. WM agrees Smart Tuck Technology will be implement by October 2, 2023, and that WM will have access to its portal by that date.

Section Five: Operations

- A. Service Hours: Contractor shall provide Contract Waste services under this Contract only from 7:00 a.m. to 7:00 p.m. No services under this Contract shall be conducted by the Contractor before and after the hours set forth herein unless such services are authorized, in advance, by MMWA.
- B. Collection Route Management: The Contractor shall be responsible for the management and supervision of all collection Routes for the Contract Waste and other services set forth in this Contract.
 1. The Contractor shall initiate and complete all Routes on the scheduled collection day and within the service hours set forth herein. The Contractor shall collect, transport, and manage all Contract Waste from each Residential Unit regardless of the volume of such waste.
 2. Co-mingling of trash and yard waste for the purpose of route efficiencies within the same waste stream will be allowed so long as WM makes all efforts to minimize these situations and WM implements a monitoring system which will allow WM to provide MMWA with reasonable estimates of trash tonnage and yard waste volume specific to MMWA. Trash and yard waste may not be co-mingled in the same load.
 3. The Contractor shall not use collection vehicles that are, by age or otherwise, unnecessarily noisy and violate any Local noise control ordinances.
 4. The Contractor shall collect, retrieve, and capture any blown or loose Contract Waste occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled debris or material from MMWA streets, sidewalks or property when said spillage is caused by Contractor.

5. Contractor shall, at the Request of MMWA, wash down any road or portion of any road reasonably determined by MMWA to be impacted by Contract Waste odor caused by Contractor at no extra cost.
6. The Contractor shall ensure that any container used by any Residential Unit is completely emptied of all freely falling material on the scheduled collection day. The Contractor shall be responsible for any damage to any container caused by the Contractor in conducting any services under this Contract. Any damage to any such container shall result in the Contractor, at Contractor's sole expense, replacing or repairing the Container within five (5) Business Days.
7. Contractor shall be solely and fully responsible for any damage to any Residential Unit property caused by the Contractor and shall hold harmless and indemnify, in full, the MMWA and its Member Communities, from and against any such claims, suits, or demands.
8. Contractor shall ensure, with internal directives, policies and/or training, that all of Contractor's employees conducting services under this Contract avoid loud and/or profane language while performing services under this Contract.
9. Changes to Collection Days: MMWA has currently established collection days for each Member Community. Contractor may request a change in service day by providing sixty (60) days' notice of a requested change. Any changes shall be approved by MMWA in writing. If such a change is approved the Contractor shall pay the expenses for notifying the impacted Member Community's residents via an array of channels including but not limited to social media and direct mail.
10. Impassable Road Conditions: Contractor shall immediately notify MMWA if any road condition makes it impossible to reach, access and provide services under this Contract to any Residential Unit from any direction.
11. Road Closures and Infrastructure Work: MMWA shall notify Contractor if MMWA is made aware of any Road Closure or other infrastructure work that prohibits Contractor conducting the services required by this Contract. The Contractor shall, upon such notice, provide a safe and efficient alternative to complete the services at no extra cost to MMWA.
12. Weather Conditions: If Contractor reasonably determines that local weather conditions make it unsafe and/or not practical to complete the then scheduled services under this Contract, Contractor is automatically granted an extension for Route completion.

- C. Emergency Contact For Contractor: Contractor shall provide MMWA with the name, office telephone number, cellular telephone number, and E-mail for an Emergency Contact that MMWA may contact for any emergency involving any aspect of the Services under this Contract. This Emergency Contact information shall, at all times, be current and accurate. It shall be the responsibility of the Contractor to ensure this information is current and accurate at all times.
- D. Service Ticket Process and Procedure:
1. MMWA shall be responsible for handling incoming complaints and managing customer service matters regarding the services contemplated by this Agreement.
 2. For any service complaint received by MMWA, MMWA will first consult and review the Contractor provided system of digital photographs or video which document properly and improperly set out materials to determine if adequate information is already available to finalize the service ticket.
 3. Should MMWA receive any service complaint that is not resolvable through access to Contractor's system of digital photographs or video which document properly and improperly set out materials, it shall promptly communicate the complaint and necessary details to Contractor (each such complaint shall be referred to as a "service ticket"). For service tickets received by Contractor prior to 5:00 pm on a Business Day, Contractor will return to the impacted location on that Business Day and collect the properly prepared Contractor Waste. For service tickets that are received after 5:00 pm on a Business Day, Contractor will have until the end of the following Business Day to collect the properly prepared Contract Waste.
 4. In the event Contractor believes any complaint to be without merit (e.g., late set outs or improper preparation), Contractor shall notify MMWA by email. MMWA and WM will investigate all disputed complaints and render a determination. Disputed complaints shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for determining performance penalties until they have been determined to be valid by MMWA.
 5. In the event Contractor's customer service unit is contacted via phone or electronically regarding residential curbside collection service at an MMWA eligible household, Contractor shall ensure that such callers are directed back to MMWA. either through a warm transfer or an email from Contractor directed to mmwa@recyclemotion.org that includes the resident's first and last name, address, municipality, the applicable waste stream and a valid phone number. Contractor may not publicize MMWA's email address.

6. Contractor will manage all Service Tickets received from MMWA in a prompt and efficient manner as specified above.

Section Six: Pricing and Billing

- A. Contract Waste services and all "other services" under this Contract, as conducted by the Contractor, shall be bound by the pricing and rate schedule attached at Exhibit Five. No other rates or pricing shall apply to any services under this Contract.
- B. The Contractor shall submit to MMWA an Acceptable Invoice no later than the tenth Calendar Day of the calendar month following the prior month of services. Any invoice not received by MMWA from Contractor consistent with the timing set forth herein shall be paid by MMWA to Contractor in MMWA's next scheduled payment cycle. Any invoice submitted by Contractor to MMWA that is not an Acceptable Invoice and not resolved by the tenth Calendar Day, shall also be paid by MMWA to Contractor in MMWA's next scheduled payment cycle.
- C. MMWA may, at its option, notify Contractor that MMWA shall receive the Contractor's invoices by electronic mail. MMWA shall designate the applicable e-mail addresses for this provision.
- D. Contractor's Invoice shall accurately set forth the services provided under the Contract to Residential Units, other services as set forth herein, and any applicable discounts. The rates and pricing assigned to the services under this Contract are set forth at Exhibit Five. No other rates or pricing shall apply to any services under this Contract.
- E. MMWA required Recyclables Revenue Sharing required to be paid by Contractor to MMWA shall be paid monthly or quarterly during each calendar year under this Contract and shall show all of the data necessary to calculate the amount consistent with the Recyclables Revenue Sharing Formula.

Section Seven: Schedule of Exhibits

A. The following exhibits are considered to be material and controlling terms in this Contract. Each Exhibit is incorporated by reference, in full and shall be considered part of this Contract.

1. MMWA Active Zone Map, Zones 1-6
2. Residential Unit Count as of Commencement Date
3. Recyclables Revenue Sharing Formula
4. Schedule of MMWA Member Community Dumpsters and Rolloffs
5. Contract Pricing and Rates Schedule
6. Schedule of Side Door Services Residential Units
7. Grandfathered Small Business List

Exhibit One

MMWA Active Zone Map, Zones 1 – 6

Saginaw & Gratiot Counties

Mid Michigan Waste Authority
Zones and Services

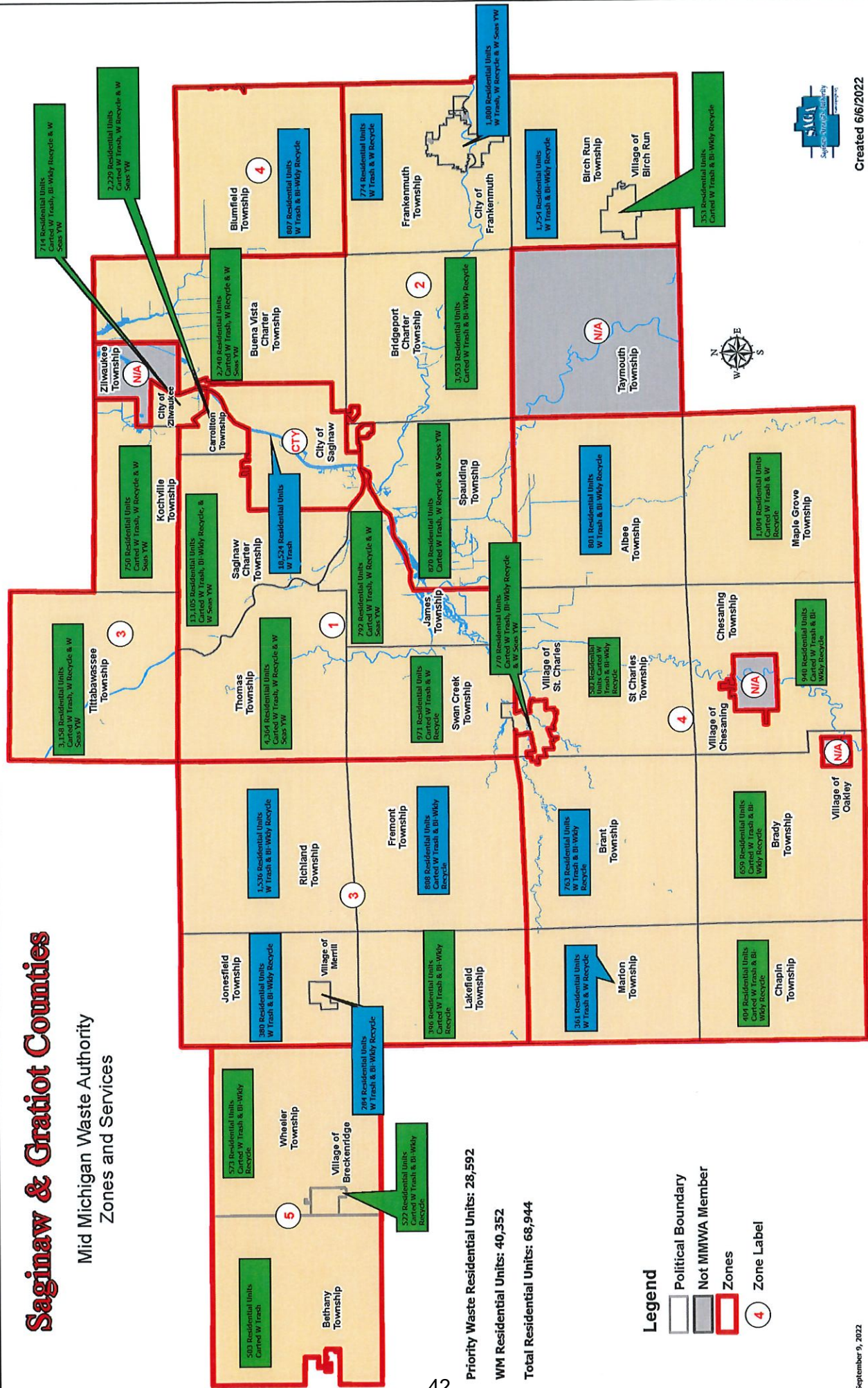


EXHIBIT TWO

Residential Unit Count as of
Commencement Date

Estimated WM List

Community	Hsct	WM Services			
		Trash	Recycling		Yard Waste
			Weekly	Bi-Weekly	
Bethany Twp	503	503			
Birch Run - Village	353	353		353	353
Brady Twp	659	659		659	
Breckenridge - Village	522	522		522	
Bridgeport Twp	3,953	3,953		3,953	3,953
Buena Vista Twp	2,740	2,740	2,740		2,740
Carrollton Twp	2,229	2,229	2,229		2,229
Chapin Twp	404	404		404	
Chesaning Twp	940	940		940	
James Twp	792	792	792		792
Kochville Twp	750	750	750		750
Lakefield Twp	396	396		396	
Maple Grove Twp	1,004	1,004	1,004		
Saginaw Twp	13,105	13,105		13,105	13,105
St. Charles - Village	770	770		770	770
St. Charles Twp	582	582		582	
Spaulding Twp	870	870		870	870
Swan Creek Twp	971	971	971		
Thomas Twp	4,364	4,364	4,364		4,364
Tittabawassee Twp	3,158	3,158	3,158		3,158
Wheeler Twp	573	573		573	
Zilwaukee - City	714	714		714	714
	40,352	40,352	16,008	23,841	33,798

Caveat's: This list is estimated until MMWA Member Communities vote to approve their agreement(s).

EXHIBIT THREE

Recyclables Revenue Sharing Formula

BLENDED VALUE

To calculate the Blended Value per ton of the single stream recyclables,

- (a) The percentage of each recyclable and non-recyclable component set forth below contained in the single stream recyclables as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Blended Value is calculated monthly.

- "PPW" means the higher of the prices issued by *Fastmarkets RISI PPI Pulp & Paper Week* for the Midwest Region, domestic price, 1st issue of the month retroactive to the first of the month.
- "SMP" for the plastics means the average price published at www.SecondaryMaterialsPricing.com for the Chicago Region, first dated price each month, retroactive to the first of the month.
- "SMP" for the metals means the low price published at www.SecondaryMaterialsPricing.com for the Chicago Region, first dated price each month, retroactive to the first of the month.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then the parties shall mutually agree on an alternate publication or alternate method to determine the value of each commodity.
- "Actual Value" means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- "Glass T&D" means the actual cost for transporting and disposing of glass from the processing facility per ton in the month of delivery to the disposal facility.
- "Transportation and Disposal" means the actual cost for transporting and disposing of residue from the processing facility per ton in the month of delivery to the disposal facility.

<u>Material Component</u>	<u>Commodity Value</u>
Cardboard	PPW OCC #11
All other paper	PPW Mixed Paper #54
Aluminum / beverage cans	SMP for Aluminum Cans (Sorted, Baled, ¢/lb, picked up)
Steel/Tin	SMP for Steel Cans (Sorted, Baled, ¢/lb, picked up)
Plastic #1	SMP for PET (baled, ¢/lb. picked up)
Plastic #2 Natural	SMP for Natural HDPE (baled, ¢/lb. picked up)
Plastic #2 Colored	SMP for Colored HDPE (baled, ¢/lb. picked up)
#5 Polypropylene	SMP for Polypropylene (baled, ¢/lb. picked up)
Mixed Plastics	\$0
Glass	Glass T&D
Residue	Transportation and Disposal

COMPOSITION AUDIT

See Section Four F.1

RECYCLING REBATE FORMULA

The revenue sharing program will begin January 1, 2024.

The Threshold Rate is set at \$125.00/ton beginning January 1, 2024.

The Threshold rate is set to increase by four (4) percent each year in years 2025 through 2032. For example, in 2025 the threshold will be \$130.00/ton.

The Threshold rate is subtracted from the Blended Rate. If that amount is greater than zero, that amount is then shared equally between MMWA and WM.

For purposes of example:

If the Threshold rate is \$125.00/ton and the Blended Rate is \$122.98/ton ($\$122.98 - \$125.00 = -\2.02). MMWA owes nothing.

If the Blended Rate is \$150.00/ton ($\$150.00 - \125.00) MMWA's share at 50% equals \$12.50/ton.

Exhibit Four

Schedule of MMWA Member
Community Dumpsters and Roll Offs

This is TBD

EXHIBIT FIVE

Contract Pricing and Rate Schedule

WM Ten (10) Year Agreement Cart Pricing @ 21,000 Households

WM Weekly Trash Carts All In @ 21,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$7.91	\$7.58	\$8.06	\$8.38	\$9.56
2024	\$8.23	\$7.88	\$8.38	\$8.72	\$9.94
2025	\$8.56	\$8.20	\$8.72	\$9.06	\$10.34
2026	\$8.90	\$8.53	\$9.07	\$9.43	\$10.94
2027	\$9.25	\$8.87	\$9.43	\$9.80	\$11.18
2028	\$9.62	\$9.22	\$9.81	\$10.20	\$11.63
2029	\$10.01	\$9.59	\$10.20	\$10.60	\$12.10
2030	\$10.41	\$9.97	\$10.61	\$11.03	\$12.58
2031	\$10.83	\$10.37	\$11.03	\$11.47	\$13.08
2032	\$11.26	\$10.79	\$11.47	\$11.93	\$13.61

WM Weekly Recycling Carts All In @ 21,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50
2024	\$5.72	\$5.72	\$5.72	\$5.72	\$5.72
2025	\$5.95	\$5.95	\$5.95	\$5.95	\$5.95
2026	\$6.19	\$6.19	\$6.19	\$6.19	\$6.19
2027	\$6.43	\$6.43	\$6.43	\$6.43	\$6.43
2028	\$6.69	\$6.69	\$6.69	\$6.69	\$6.69
2029	\$6.96	\$6.96	\$6.96	\$6.96	\$6.96
2030	\$7.24	\$7.24	\$7.24	\$7.24	\$7.24
2031	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53
2032	\$7.83	\$7.83	\$7.83	\$7.83	\$7.83

WM Seasonal Yard Waste Manual All In @ 21,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$4.15	\$4.15	\$4.15	\$4.15	\$4.15
2024	\$4.32	\$4.32	\$4.32	\$4.32	\$4.32
2025	\$4.49	\$4.49	\$4.49	\$4.49	\$4.49
2026	\$4.67	\$4.67	\$4.67	\$4.67	\$4.67
2027	\$4.85	\$4.85	\$4.85	\$4.85	\$4.85
2028	\$5.05	\$5.05	\$5.05	\$5.05	\$5.05
2029	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25
2030	\$5.46	\$5.46	\$5.46	\$5.46	\$5.46
2031	\$5.68	\$5.68	\$5.68	\$5.68	\$5.68
2032	\$5.91	\$5.91	\$5.91	\$5.91	\$5.91

WM Every Other Week Recycling Carts All In @ 21,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
2024	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
2025	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33
2026	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
2027	\$4.68	\$4.68	\$4.68	\$4.68	\$4.68
2028	\$4.87	\$4.87	\$4.87	\$4.87	\$4.87
2029	\$5.06	\$5.06	\$5.06	\$5.06	\$5.06
2030	\$5.26	\$5.26	\$5.26	\$5.26	\$5.26
2031	\$5.47	\$5.47	\$5.47	\$5.47	\$5.47
2032	\$5.69	\$5.69	\$5.69	\$5.69	\$5.69

WM Ten (10) Year Agreement Cart Pricing @ 31,000 Households

WM Weekly Trash Carts All In @ 31,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$7.75	\$7.42	\$7.90	\$8.21	\$9.40
2024	\$8.06	\$7.72	\$8.22	\$8.54	\$9.78
2025	\$8.38	\$8.03	\$8.54	\$8.88	\$10.17
2026	\$8.72	\$8.35	\$8.89	\$9.24	\$10.57
2027	\$9.07	\$8.68	\$9.24	\$9.60	\$11.00
2028	\$9.43	\$9.03	\$9.61	\$9.99	\$11.44
2029	\$9.81	\$9.39	\$10.00	\$10.39	\$11.89
2030	\$10.20	\$9.76	\$10.40	\$10.80	\$12.37
2031	\$10.61	\$10.15	\$10.81	\$11.24	\$12.86
2032	\$11.03	\$10.56	\$11.24	\$11.69	\$13.38

WM Weekly Recycling Carts All In @ 31,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50
2024	\$5.72	\$5.72	\$5.72	\$5.72	\$5.72
2025	\$5.95	\$5.95	\$5.95	\$5.95	\$5.95
2026	\$6.19	\$6.19	\$6.19	\$6.19	\$6.19
2027	\$6.43	\$6.43	\$6.43	\$6.43	\$6.43
2028	\$6.69	\$6.69	\$6.69	\$6.69	\$6.69
2029	\$6.96	\$6.96	\$6.96	\$6.96	\$6.96
2030	\$7.24	\$7.24	\$7.24	\$7.24	\$7.24
2031	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53
2032	\$7.83	\$7.83	\$7.83	\$7.83	\$7.83

WM Seasonal Yard Waste Manual All In @ 31,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$4.15	\$4.15	\$4.15	\$4.15	\$4.15
2024	\$4.32	\$4.32	\$4.32	\$4.32	\$4.32
2025	\$4.49	\$4.49	\$4.49	\$4.49	\$4.49
2026	\$4.67	\$4.67	\$4.67	\$4.67	\$4.67
2027	\$4.85	\$4.85	\$4.85	\$4.85	\$4.85
2028	\$5.05	\$5.05	\$5.05	\$5.05	\$5.05
2029	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25
2030	\$5.46	\$5.46	\$5.46	\$5.46	\$5.46
2031	\$5.68	\$5.68	\$5.68	\$5.68	\$5.68
2032	\$5.91	\$5.91	\$5.91	\$5.91	\$5.91

WM Every Other Week Recycling Carts All In @ 31,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
2024	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
2025	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33
2026	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
2027	\$4.68	\$4.68	\$4.68	\$4.68	\$4.68
2028	\$4.87	\$4.87	\$4.87	\$4.87	\$4.87
2029	\$5.06	\$5.06	\$5.06	\$5.06	\$5.06
2030	\$5.26	\$5.26	\$5.26	\$5.26	\$5.26
2031	\$5.47	\$5.47	\$5.47	\$5.47	\$5.47
2032	\$5.69	\$5.69	\$5.69	\$5.69	\$5.69

WM Ten (10) Year Agreement Cart Pricing @ 68,000 Households

WM Weekly Trash Carts All In @ 68,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$7.53	\$7.20	\$7.68	\$9.18	\$9.35
2024	\$7.83	\$7.49	\$7.99	\$9.55	\$9.72
2025	\$8.14	\$7.79	\$8.31	\$9.84	\$10.11
2026	\$8.47	\$8.10	\$8.64	\$9.99	\$10.52
2027	\$8.81	\$8.42	\$8.98	\$10.74	\$10.94
2028	\$9.16	\$8.76	\$9.34	\$11.17	\$11.38
2029	\$9.53	\$9.11	\$9.72	\$11.62	\$11.83
2030	\$9.91	\$9.47	\$10.11	\$12.08	\$12.30
2031	\$10.31	\$9.85	\$10.51	\$12.56	\$12.80
2032	\$10.72	\$10.25	\$10.93	\$13.07	\$13.31

WM Weekly Recycling Carts All In @ 68,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50
2024	\$5.72	\$5.72	\$5.72	\$5.72	\$5.72
2025	\$5.95	\$5.95	\$5.95	\$5.95	\$5.95
2026	\$6.19	\$6.19	\$6.19	\$6.19	\$6.19
2027	\$6.43	\$6.43	\$6.43	\$6.43	\$6.43
2028	\$6.69	\$6.69	\$6.69	\$6.69	\$6.69
2029	\$6.96	\$6.96	\$6.96	\$6.96	\$6.96
2030	\$7.24	\$7.24	\$7.24	\$7.24	\$7.24
2031	\$7.53	\$7.53	\$7.53	\$7.53	\$7.53
2032	\$7.83	\$7.83	\$7.83	\$7.83	\$7.83

WM Seasonal Yard Waste Manual All In @ 68,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$4.15	\$4.15	\$4.15	\$4.15	\$4.15
2024	\$4.32	\$4.32	\$4.32	\$4.32	\$4.32
2025	\$4.49	\$4.49	\$4.49	\$4.49	\$4.49
2026	\$4.67	\$4.67	\$4.67	\$4.67	\$4.67
2027	\$4.85	\$4.85	\$4.85	\$4.85	\$4.85
2028	\$5.05	\$5.05	\$5.05	\$5.05	\$5.05
2029	\$5.25	\$5.25	\$5.25	\$5.25	\$5.25
2030	\$5.46	\$5.46	\$5.46	\$5.46	\$5.46
2031	\$5.68	\$5.68	\$5.68	\$5.68	\$5.68
2032	\$5.91	\$5.91	\$5.91	\$5.91	\$5.91

WM Every Other Week Recycling Carts All In @ 68,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
2024	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
2025	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33
2026	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
2027	\$4.68	\$4.68	\$4.68	\$4.68	\$4.68
2028	\$4.87	\$4.87	\$4.87	\$4.87	\$4.87
2029	\$5.06	\$5.06	\$5.06	\$5.06	\$5.06
2030	\$5.26	\$5.26	\$5.26	\$5.26	\$5.26
2031	\$5.47	\$5.47	\$5.47	\$5.47	\$5.47
2032	\$5.69	\$5.69	\$5.69	\$5.69	\$5.69

WM Ten (10) Year Agreement Member Community Dumpster Pricing

WM Dumpsters Member Communities 2 yard

Pricing listed is per lift (includes delivery, collection and disposal)
and includes all other typically applied fees and taxes.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$90.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00
2024	\$93.60	\$93.60	\$93.60	\$104.00	\$104.00	\$104.00
2025	\$97.34	\$97.34	\$97.34	\$108.16	\$108.16	\$108.16
2026	\$101.24	\$101.24	\$101.24	\$112.49	\$112.49	\$112.49
2027	\$105.29	\$105.29	\$105.29	\$116.99	\$116.99	\$116.99
2028	\$109.50	\$109.50	\$109.50	\$121.67	\$121.67	\$121.67
2029	\$113.88	\$113.88	\$113.88	\$126.53	\$126.53	\$126.53
2030	\$118.43	\$118.43	\$118.43	\$131.59	\$131.59	\$131.59
2031	\$123.17	\$123.17	\$123.17	\$136.86	\$136.86	\$136.86
2032	\$128.10	\$128.10	\$128.10	\$142.33	\$142.33	\$142.33

WM Dumpsters Member Communities 4 yard

Pricing listed is per lift (includes delivery, collection and disposal)
and includes all other typically applied fees and taxes.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$113.00	\$113.00	\$113.00	\$123.00	\$123.00	\$123.00
2024	\$117.52	\$117.52	\$117.52	\$127.92	\$127.92	\$127.92
2025	\$122.22	\$122.22	\$122.22	\$133.04	\$133.04	\$133.04
2026	\$127.11	\$127.11	\$127.11	\$138.36	\$138.36	\$138.36
2027	\$132.19	\$132.19	\$132.19	\$143.89	\$143.89	\$143.89
2028	\$137.48	\$137.48	\$137.48	\$149.65	\$149.65	\$149.65
2029	\$142.98	\$142.98	\$142.98	\$155.63	\$155.63	\$155.63
2030	\$148.70	\$148.70	\$148.70	\$161.86	\$161.86	\$161.86
2031	\$154.65	\$154.65	\$154.65	\$168.33	\$168.33	\$168.33
2032	\$160.83	\$160.83	\$160.83	\$175.07	\$175.07	\$175.07

WM Dumpsters Member Communities 8 yard

Pricing listed is per lift (includes delivery, collection and disposal)
and includes all other typically applied fees and taxes.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$155.00	\$155.00	\$155.00	\$168.00	\$168.00	\$168.00
2024	\$161.20	\$161.20	\$161.20	\$174.72	\$174.72	\$174.72
2025	\$167.65	\$167.65	\$167.65	\$181.71	\$181.71	\$181.71
2026	\$174.35	\$174.35	\$174.35	\$188.98	\$188.98	\$188.98
2027	\$181.33	\$181.33	\$181.33	\$196.54	\$196.54	\$196.54
2028	\$188.58	\$188.58	\$188.58	\$204.40	\$204.40	\$204.40
2029	\$196.12	\$196.12	\$196.12	\$212.57	\$212.57	\$212.57
2030	\$203.97	\$203.97	\$203.97	\$221.08	\$221.08	\$221.08
2031	\$212.13	\$212.13	\$212.13	\$229.92	\$229.92	\$229.92
2032	\$220.61	\$220.61	\$220.61	\$239.12	\$239.12	\$239.12

WM Ten (10) Year Agreement Member Community Rolloff Pricing

WM Roll Offs Member Communities 20 yard

Pricing is per haul (includes delivery, collection and disposal of 3 tons. Each additional ton is \$30.)

A \$300 inactivity fee will apply for containers that are not hauled in a rolling thirty day period.

Price includes all other typically applied fees and taxes.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00
2024	\$592.80	\$592.80	\$592.80	\$592.80	\$592.80	\$592.80
2025	\$616.51	\$616.51	\$616.51	\$616.51	\$616.51	\$616.51
2026	\$641.17	\$641.17	\$641.17	\$641.17	\$641.17	\$641.17
2027	\$666.82	\$666.82	\$666.82	\$666.82	\$666.82	\$666.82
2028	\$693.49	\$693.49	\$693.49	\$693.49	\$693.49	\$693.49
2029	\$721.23	\$721.23	\$721.23	\$721.23	\$721.23	\$721.23
2030	\$750.08	\$750.08	\$750.08	\$750.08	\$750.08	\$750.08
2031	\$780.08	\$780.08	\$780.08	\$780.08	\$780.08	\$780.08
2032	\$811.29	\$811.29	\$811.29	\$811.29	\$811.29	\$811.29

WM Rolloffs Member Communities 30 yard

Pricing is per haul (includes delivery, collection and disposal of 4 tons. Each additional ton is \$30.)

A \$300 inactivity fee will apply for containers that are not hauled in a rolling thirty day period.

Price includes all other typically applied fees and taxes.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$637.00	\$637.00	\$637.00	\$637.00	\$637.00	\$637.00
2024	\$662.48	\$662.48	\$662.48	\$662.48	\$662.48	\$662.48
2025	\$688.98	\$688.98	\$688.98	\$688.98	\$688.98	\$688.98
2026	\$716.54	\$716.54	\$716.54	\$716.54	\$716.54	\$716.54
2027	\$745.20	\$745.20	\$745.20	\$745.20	\$745.20	\$745.20
2028	\$775.01	\$775.01	\$775.01	\$775.01	\$775.01	\$775.01
2029	\$806.01	\$806.01	\$806.01	\$806.01	\$806.01	\$806.01
2030	\$838.25	\$838.25	\$838.25	\$838.25	\$838.25	\$838.25
2031	\$871.78	\$871.78	\$871.78	\$871.78	\$871.78	\$871.78
2032	\$906.65	\$906.65	\$906.65	\$906.65	\$906.65	\$906.65

WM Ten (10) Year Agreement Special Event Dumpster Pricing

WM Dumpsters Special Events 2 yard

Pricing listed is per lift (includes delivery, collection and disposal)
and includes all other typically applied fees and taxes.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$90.00	\$90.00	\$90.00	\$100.00	\$100.00	\$100.00
2024	\$93.60	\$93.60	\$93.60	\$104.00	\$104.00	\$104.00
2025	\$97.34	\$97.34	\$97.34	\$108.16	\$108.16	\$108.16
2026	\$101.24	\$101.24	\$101.24	\$112.49	\$112.49	\$112.49
2027	\$105.29	\$105.29	\$105.29	\$116.99	\$116.99	\$116.99
2028	\$109.50	\$109.50	\$109.50	\$121.67	\$121.67	\$121.67
2029	\$113.88	\$113.88	\$113.88	\$126.53	\$126.53	\$126.53
2030	\$118.43	\$118.43	\$118.43	\$131.59	\$131.59	\$131.59
2031	\$123.17	\$123.17	\$123.17	\$136.86	\$136.86	\$136.86
2032	\$128.10	\$128.10	\$128.10	\$142.33	\$142.33	\$142.33

WM Dumpsters Special Events 4 yard

Pricing listed is per lift (includes delivery, collection and disposal)
and includes all other typically applied fees and taxes.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$113.00	\$113.00	\$113.00	\$123.00	\$123.00	\$123.00
2024	\$117.52	\$117.52	\$117.52	\$127.92	\$127.92	\$127.92
2025	\$122.22	\$122.22	\$122.22	\$133.04	\$133.04	\$133.04
2026	\$127.11	\$127.11	\$127.11	\$138.36	\$138.36	\$138.36
2027	\$132.19	\$132.19	\$132.19	\$143.89	\$143.89	\$143.89
2028	\$137.48	\$137.48	\$137.48	\$149.65	\$149.65	\$149.65
2029	\$142.98	\$142.98	\$142.98	\$155.63	\$155.63	\$155.63
2030	\$148.70	\$148.70	\$148.70	\$161.86	\$161.86	\$161.86
2031	\$154.65	\$154.65	\$154.65	\$168.33	\$168.33	\$168.33
2032	\$160.83	\$160.83	\$160.83	\$175.07	\$175.07	\$175.07

WM Dumpsters Special Events 8 yard

Pricing listed is per lift (includes delivery, collection and disposal)
and includes all other typically applied fees and taxes.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$155.00	\$155.00	\$155.00	\$168.00	\$168.00	\$168.00
2024	\$161.20	\$161.20	\$161.20	\$174.72	\$174.72	\$174.72
2025	\$167.65	\$167.65	\$167.65	\$181.71	\$181.71	\$181.71
2026	\$174.35	\$174.35	\$174.35	\$188.98	\$188.98	\$188.98
2027	\$181.33	\$181.33	\$181.33	\$196.54	\$196.54	\$196.54
2028	\$188.58	\$188.58	\$188.58	\$204.40	\$204.40	\$204.40
2029	\$196.12	\$196.12	\$196.12	\$212.57	\$212.57	\$212.57
2030	\$203.97	\$203.97	\$203.97	\$221.08	\$221.08	\$221.08
2031	\$212.13	\$212.13	\$212.13	\$229.92	\$229.92	\$229.92
2032	\$220.61	\$220.61	\$220.61	\$239.12	\$239.12	\$239.12

WM Ten (10) Year Agreement Special Event Roll Off Pricing

WM Roll Offs Special Events 20 yard

Pricing is per haul & includes 3 tons. Each additional ton is \$30.
A \$300 inactivity fee will apply for containers that are not hauled in a rolling thirty day period.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$590.00	\$590.00	\$590.00	\$590.00	\$590.00	\$590.00
2024	\$613.60	\$613.60	\$613.60	\$613.60	\$613.60	\$613.60
2025	\$638.14	\$638.14	\$638.14	\$638.14	\$638.14	\$638.14
2026	\$663.67	\$663.67	\$663.67	\$663.67	\$663.67	\$663.67
2027	\$690.22	\$690.22	\$690.22	\$690.22	\$690.22	\$690.22
2028	\$717.83	\$717.83	\$717.83	\$717.83	\$717.83	\$717.83
2029	\$746.54	\$746.54	\$746.54	\$746.54	\$746.54	\$746.54
2030	\$776.40	\$776.40	\$776.40	\$776.40	\$776.40	\$776.40
2031	\$807.46	\$807.46	\$807.46	\$807.46	\$807.46	\$807.46
2032	\$839.75	\$839.75	\$839.75	\$839.75	\$839.75	\$839.75

WM Roll Offs Special Events 30 yard

Pricing is per haul & includes 4 tons. Each additional ton is \$30.
A \$300 inactivity fee will apply for containers that are not hauled in a rolling thirty day period.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$657.00	\$657.00	\$657.00	\$657.00	\$657.00	\$657.00
2024	\$683.28	\$683.28	\$683.28	\$683.28	\$683.28	\$683.28
2025	\$710.61	\$710.61	\$710.61	\$710.61	\$710.61	\$710.61
2026	\$739.04	\$739.04	\$739.04	\$739.04	\$739.04	\$739.04
2027	\$768.60	\$768.60	\$768.60	\$768.60	\$768.60	\$768.60
2028	\$799.34	\$799.34	\$799.34	\$799.34	\$799.34	\$799.34
2029	\$831.31	\$831.31	\$831.31	\$831.31	\$831.31	\$831.31
2030	\$864.57	\$864.57	\$864.57	\$864.57	\$864.57	\$864.57
2031	\$899.15	\$899.15	\$899.15	\$899.15	\$899.15	\$899.15
2032	\$935.12	\$935.12	\$935.12	\$935.12	\$935.12	\$935.12

WM Ten (10) Year Agreement

2023 On Call Pricing

WM On Call Dumpsters & Roll Offs 2023

Disposal Rate for MSW is \$22.00/ton. Pricing is per haul.
 20 yard rate includes 3 tons. Each additional ton is \$30.
 30 yard rate includes 4 tons. Each additional ton is \$30.

A \$300 inactivity fee will apply for containers that are not hauled in a rolling thirty day period.

Labor Rate is per hour Portal to Portal.

Per haul means delivery, collection and disposal as detailed and includes all other typically applied fees and taxes.

For Contract Years Two through Nine annual rates increase by four (4) percent.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2 yard	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
4 yard	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
8 yard	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
20 yard	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00
30 yard	\$637.00	\$637.00	\$637.00	\$637.00	\$637.00	\$637.00
Labor	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00

WM Ten (10) Year Agreement School Recycling Pricing

WM Dumpster School Recycling 8 yard

Price is per month and includes all other typically applied fees and taxes.

If containers are more than 15% contaminated
a contamination fee of \$150/ton will be assessed.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00	\$180.00
2024	\$187.20	\$187.20	\$187.20	\$187.20	\$187.20	\$187.20
2025	\$194.69	\$194.69	\$194.69	\$194.69	\$194.69	\$194.69
2026	\$202.48	\$202.48	\$202.48	\$202.48	\$202.48	\$202.48
2027	\$210.57	\$210.57	\$210.57	\$210.57	\$210.57	\$210.57
2028	\$219.00	\$219.00	\$219.00	\$219.00	\$219.00	\$219.00
2029	\$227.76	\$227.76	\$227.76	\$227.76	\$227.76	\$227.76
2030	\$236.87	\$236.87	\$236.87	\$236.87	\$236.87	\$236.87
2031	\$246.34	\$246.34	\$246.34	\$246.34	\$246.34	\$246.34
2032	\$256.20	\$256.20	\$256.20	\$256.20	\$256.20	\$256.20

WM Roll Off School Recycling 20 yard

Price is per haul and includes all other typically applied fees and taxes.

If containers are more than 15% contaminated
a contamination fee of \$150/ton will be assessed.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$590.00	\$590.00	\$590.00	\$590.00	\$590.00	\$590.00
2024	\$613.60	\$613.60	\$613.60	\$613.60	\$613.60	\$613.60
2025	\$638.14	\$638.14	\$638.14	\$638.14	\$638.14	\$638.14
2026	\$663.67	\$663.67	\$663.67	\$663.67	\$663.67	\$663.67
2027	\$690.22	\$690.22	\$690.22	\$690.22	\$690.22	\$690.22
2028	\$717.83	\$717.83	\$717.83	\$717.83	\$717.83	\$717.83
2029	\$746.54	\$746.54	\$746.54	\$746.54	\$746.54	\$746.54
2030	\$776.40	\$776.40	\$776.40	\$776.40	\$776.40	\$776.40
2031	\$807.46	\$807.46	\$807.46	\$807.46	\$807.46	\$807.46
2032	\$839.75	\$839.75	\$839.75	\$839.75	\$839.75	\$839.75

WM Roll Off School Recycling 30 yard

Price is per haul and includes all other typically applied fees and taxes.

If containers are more than 15% contaminated
a contamination fee of \$150/ton will be assessed.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$590.00	\$590.00	\$590.00	\$590.00	\$590.00	\$590.00
2024	\$613.60	\$613.60	\$613.60	\$613.60	\$613.60	\$613.60
2025	\$638.14	\$638.14	\$638.14	\$638.14	\$638.14	\$638.14
2026	\$663.67	\$663.67	\$663.67	\$663.67	\$663.67	\$663.67
2027	\$690.22	\$690.22	\$690.22	\$690.22	\$690.22	\$690.22
2028	\$717.83	\$717.83	\$717.83	\$717.83	\$717.83	\$717.83
2029	\$746.54	\$746.54	\$746.54	\$746.54	\$746.54	\$746.54
2030	\$776.40	\$776.40	\$776.40	\$776.40	\$776.40	\$776.40
2031	\$807.46	\$807.46	\$807.46	\$807.46	\$807.46	\$807.46
2032	\$839.75	\$839.75	\$839.75	\$839.75	\$839.75	\$839.75

WM Ten (10) Year Agreement Cart Pricing

WM CARTS

Cost of one additional 96 gal cart	\$120.00
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Cost of one additional 64 gal cart	\$120.00
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Post Amnesty cost to: swap a 96 gal cart for a 64 gal cart swap a 64 gal cart for a 96 gal cart	\$50.00
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Post Amnesty cost to: swap a 96/64 gal cart for a 32 gal cart swap a 32 gal cart for a 96/64 gal cart	\$50.00
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EXHIBIT SIX

Schedule of Residential Units
with Side Door Service

Side Door Pick-Up Service Approved

Member	Service Day	Address	Notes
Bethany Twp	Friday	7951 N Wisner Rd	Resident will leave trash in front of the garage.
Bridgeport Twp	Wednesday	2154 California Ave	Resident will leave trash in front of garage.
Bridgeport Twp	Wednesday	3411 Studor	Resident will place recycling bin at the curb.
Bridgeport Twp	Wednesday	5169 S Washington	Resident will place trash bags in front of garage.
Bridgeport Twp	Wednesday	6040 E Curtis Rd	Resident will place trash only next to her garage door.
Buena Vista Twp	Thursday	541 S 24th	Resident will leave trash, rec and yard waste containers next to side porch.
Buena Vista Twp	Thursday	4124 Hess	Resident will place trash and recycling next to her back door.
Buena Vista Twp	Thursday	3285 Janes	Resident will leave trash, rec and yard waste on driveway between house and garage.
Buena Vista Twp	Thursday	4768 Strathmoor	Resident will leave trash next to bush on sidewalk by front door.
Buena Vista Twp	Thursday	3333 Janes Ave	Resident will leave trash bags at bottom of steps leading to her breezeway.
Buena Vista Twp	Thursday	5000 Hess	Resident to place trash next to the front door.
Carrollton Twp	Thursday	714 Rustic Dr	Resident to place trash containers at curb.
Carrollton Twp	Thursday	715 Tulane	Resident will place yard waste only bags/cans on the right side of his porch off his steps in his driveway.
Carrollton Twp	Thursday	1839 Schust Rd	Resident will place trash bags only in front of garage door.
Kochville Twp	Monday	6657 Radewahn Rd	Resident to place container(s)/bags in front of garage door, on left side.
Saginaw Twp	Monday	5731 S Braeburn Dr	Resident to place container(s) in front of garage. This is for all three wastestreams.
Saginaw Twp	Monday	1741 Sullivan	Resident to place trash by her garage door.
Saginaw Twp	Tuesday	4300 Concord	Container(s) will be placed by the garage door. This is for all three wastestreams
Saginaw Twp	Tuesday	4779 Elder Dr	Trash bags will be placed in front of the garage.
Saginaw Twp	Tuesday	2756 Wexford	Container(s) will be placed at the curb. This is for all three wastestreams
Saginaw Twp	Monday	700 Somerset	Trash only, bags to be placed in front of the garage.

Side Door Pick-Up Service Approved

Member	Service Day	Address	Notes
Saginaw Twp	Tuesday	2914 Whitfield Dr	Resident will place trash, recy, and yw next to garage door.
Saginaw Twp	Tuesday	6914 Green Meadow Dr	Res will place trash only next to garage door.
Spaulding Twp	Wednesday	5665 East	Trash bags to be placed directly in front of house.
Spaulding Twp	Wednesday	5094 Youngstown	Resident will place trash bags next to front porch.
Thomas Twp	Friday	130 N River Rd	Resident will leave trash and yw in front of the garage.
Thomas Twp	Friday	1126 N Miller	Resident will leave trash in front of the garage.

EXHIBIT SEVEN

List of Grandfathered Small Businesses

2022 Small Businesses

Community	Business Name	Address	Trash, Recy & YW (if applicable)	Recycling Only
Birch Run Village	Apex Commercial Capital	7816 Main St	X	
Birch Run Village	Birch Run Chiropractic	7890 Main St	X	
Birch Run Village	Thomas E. Fleschner Memorial Library	11935 Silver Creek Dr		X
Birch Run Village	Birch Run Village Office	12060 Heath St		X
Birch Run Village	Bomic	7946 Main St	X	
Birch Run Village	Breckenridge & Associates	8070 Main St	X	
Birch Run Village	Birch Run Chamber of Commerce	7951 Main St		X
Birch Run Village	Donald Hobson, DDS	8155 Main St	X	
Birch Run Village	Jody's Hair Care	7930 Main St	X	
Breckenridge Village	The Ridge Golf Course	500 Eighth St	X	
Carrollton Twp	Carrollton Twp Office	1645 Mapleridge Rd		X
Chesaning Twp	Chesaning Twp Office	1025 W Brady St		X
James Twp	Riverend Preserve	7011 Hart Rd	X	
Kochville Twp	5230 Bay LLC	2760 Kochville Rd	X	
Kochville Twp	EA Becker	1750 Tittabawassee Rd	X	
Kochville Twp	Kochville Twp Office	5851 Mackinaw St		X
Kochville Twp	Zestos	3059 Kabobel Dr	X	
Maple Grove Twp	Auto Tech Specialist	17054 Bueche Rd	X	
Maple Grove Twp	Bauman Bros. Auto Parts	4131 W Peet Rd	X	
Maple Grove Twp	Big Joe's Bar	4004 W Peet Rd	X	
Maple Grove Twp	Hemgesberg LLC	4179 Peet Rd	X	
St. Charles Village	Burns Financial Services	502 N Saginaw St	X	
St. Charles Village	Devwoods Studio	120 Vine St	X	
St. Charles Village	Silver Thimble	200 S Saginaw St	X	
St. Charles Village	St. Charles District Library	132 S Saginaw St	X	
St. Charles Village	St. Charles Village Office	110 W Spruce St		X
St. Charles Village	Scissor Shack	148 S Saginaw St	X	
St. Charles Twp	St. Charles Twp Office	1003 N Saginaw St		X
Swan Creek Twp	Swan Creek Twp Office	11415 Lakefield Rd		X
Thomas Twp	Pretty Pooch	8497 Gratiot Rd	X	
Thomas Twp	Thomas Twp DPW	251 Miller Ct		X
Thomas Twp	Thomas Twp Library	8207 Shields Dr		X
Thomas Twp	Thomas Twp Office	249 N Miller Rd		X
Tittabawassee Twp	Tittabawassee Twp Office	145 S. 2nd St		X
Tittabawassee Twp	Tittabawassee Twp DPS	9560 Pierce Rd		X
Zilwaukee City	Nikki's Party Store	104 W Johnson St	X	
Zilwaukee City	Zilwaukee City Hall	319 Tittabawassee Rd		X
Wheeler Twp	Wheeler Twp Hall	8510 E Monroe Rd		X