



SOLID WASTE SERVICES CONTRACT BETWEEN

MID MICHIGAN WASTE AUTHORITY
(MMWA)

AND

PRIORITY WASTE
(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, Priority Waste ("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. This provision shall not be construed to mean that Contractor shall be required to provide vehicles, carts, or services for automated collection if a Member Community has selected manual collection, or vehicles or services for manual collection if a Member Community has selected automated collection. This provision requiring best available services and technology shall only apply to services elected by the member community.
- 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.4 to eliminate objectionable odors 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.

- 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 this 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 the 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 five (5) years commencing on January 1, 2023 and ending on December 31, 2027.
2. Extension of the Initial Contract Term: The Initial Contract Term shall be extended for one (1) additional five (5)-year Contract Term if requested by the MMWA in writing 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 two (2) times per each party during each five (5)-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 Contractor's 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 forth 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 it is 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 agrees to provide an office stipend of \$12,000.00 per calendar year paid to MMWA by January 15 of each calendar year.
- 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
Katharine Tessin
Administrative Director
2063 S Miller Rd
Saginaw MI 48609

Email: ktessin@recycleemotion.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. 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 year three (3) of this agreement. Should MMWA extend the Initial Contract Term for one (1) additional five (5) year Contract Term both parties agree to evaluate the curbside residential recyclables program in year 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. Manual 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 is collected manually in containers or bags provided by each Residential Unit. Trash/Refuse shall have the meaning as defined herein.
1. Suitable Container for Trash Collection: Trash/Refuse 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 or plastic bags up to fifty five (55) gallon in size securely tied and meeting all other set-out requirements. Trash/Refuse is collected manually in containers or bags provided by each Residential Unit, unless the member community requires bags only. For any community requiring bags only, Contractor shall tag any can as an improper set out. Each container and its contents, shall not weigh more than fifty (50) pounds each.
 2. 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.
 3. 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 a system of digital photos to provide images of collection to document properly and improperly set out materials under this provision.

- F. Manual Recyclables: If selected by the specific Member Community, 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 manually in a container provided by the Residential Unit or in approved 18 gallon recycling bins furnished by the community.
1. Suitable Recyclables Container: Recyclables shall be placed Curbside in rigid plastic containers between eighteen (18) and forty five (45) gallons in size made of either rigid plastic or metal and have handles. Containers must be clearly marked with a "Recyclables Only" sticker. Each container and its contents cannot weight more than fifty (50) pounds each.
 2. Recyclable Revenue Sharing: Contractor shall participate in the Recyclables Revenue Sharing as set forth at Exhibit Three. Any Recyclables Revenue Sharing shall be subject to and capable of being audited for accuracy and accountability upon request by MMWA. 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.
 3. Improper Set Out Of Recyclables: Any container not clearly marked with a "Recyclables Only" sticker shall be deemed to be Trash/Refuse and collected as same. If Contractor ascertains that the Residential Unit has otherwise improperly set out 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 a system of digital photos to provide images of collections to document properly and improperly set out Recyclables.
- G. Yard Waste: If selected by the specific Member Community, Contractor shall collect and transport 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. Contractor shall provide a system of digital photos to provide images of collection to help document properly and improperly set out materials.
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 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 Priority Waste 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, as part of the regularly scheduled collection, and at the pricing provided for other Residential Units under this Contract. The Contractor shall bring the container(s) to the curb and return the container(s) to the location where it was 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 MMWA as needed and on an ongoing basis. See Exhibit Six for a current list.
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 under this Contract. 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.
- 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 Contractor shall be responsible for providing, during any Term of this Contract, original and replacement carts as required matching the specifications of the carts with regards to construction, warranty, and labeling. The Trash/Refuse and Recyclables carts will each have an MMWA approved color (e.g., black for refuse with black lid and green for recycle with a green lid) and MMWA approved printing and labeling as "Trash" and "Recycling" carts. MMWA approved instructions shall be provided and attached by hot stamp to each cart with instructions for cart use and care and relevant refuse and recycling program information that MMWA will assist in developing with the Contractor. Contractor 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.
2. Contractor shall be responsible for ordering carts, taking delivery of carts, assembly and delivering carts to the Residential Units. Contractor shall provide a real time online accessible database of all distributed carts including cart model, cart serial number, address delivered to and RFID tag.
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. 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 obtain, use and fully maintain an asset tracking software to track all Trash/Refuse and Recyclables carts distributed and all carts exchanged during the Contract Term. The software must manage cart inventories, cart repairs, cart deliveries, cart switches and other service requests in the field in order to maintain an accurate account database for all carts. This database shall be the foundation for tracking participation in the Recyclables Collection process. This software will maintain the proper code/serial number for each address and, when the changes are made, the updated information will be sent in electronic format to both MMWA and, if applicable, any recycling participation incentive system provided by the Contractor under this Contract. The Contractor shall make this database available to any recycling participation incentive program provider as directed.
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. These carts must include the appropriate tracking equipment. 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 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.

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.

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. The Contractor shall not use collection vehicles that are, by age or otherwise, unnecessarily noisy and violate any Local noise control ordinances.
 3. 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.
 4. 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.
 5. 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.
 6. 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.

7. 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.
 8. 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. If such a change is made prior to the Commencement Date, then the Contractor shall pay for the printing costs and MMWA shall pay for the postage.
 9. 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.
 10. 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.
 11. 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. MMWA shall use the Contractor program reporting system in real time to report all situations that prevent, delay or disrupt any required services under this Contract. Each notice shall include, at a minimum, the relevant Member

Community, specific address of the Residential Unit involved, time of service or attempted service, the Contractor Waste at issue and the reasons for the collection disruption.

3. For any service complaint received by MMWA, MMWA will first consult and review the Contractor provided web accessible program reporting system and determine if adequate information is already available to finalize the service ticket.
4. Should MMWA receive any service complaint that is not resolvable through the Contractor's program reporting system, it shall promptly communicate the complaint and necessary details to Contractor (each such complaint shall be referred to as a "service ticket").
5. 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 Contractor Waste. Throughout the Business Day, Contractor will use the program reporting system to provide MMWA with a response to each active service ticket until such service ticket is finalized and fully resolved.
6. In the event Contractor believes any complaint to be without merit (e.g., late set outs or improper preparation), Contractor shall use the program reporting system to notify MMWA. MMWA and Priority Waste 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.
7. 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@recycleemotion.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.
8. 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 as 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 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 Roll Offs
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

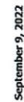
Mid Michigan Waste Authority
Zones and Services

EXHIBIT TWO

Residential Unit Count as of
Commencement Date

Estimated Priority Waste List

Community		Hsct	PW Services					
			Trash	Recycling		Yard Waste		
			Weekly	Weekly	Bi-Weekly	Seasonal Weekly	Current Service Day	Current Recycling Schedule
Albee Twp		801	801		801		Friday	B Week
Birch Run Twp		1,754	1,754		1,754		Thursday	B Week
Blumfield Twp		807	807		807		Friday	B Week
Brant Twp		763	763		763		Monday	Moving to EOW in 2023
Frankenmuth - City		1,800	1,800	1,800		1,800	Wednesday	Weekly
Frankenmuth Twp		774	774	774			Wednesday	Weekly
Fremont Twp		808	808		808		Tuesday	B Week
Jonesfield Twp		380	380		380		Monday	A Week
Marion Twp		361	361	361			Monday	Weekly
Merrill - Village		284	284		284		Monday	A Week
Richland Twp		1,536	1,536		1,536		Thursday	A Week
Saginaw-City		18,524	18,524				M-F	A & B Weeks
		28,592	28,592	2,935	7,133	1,800		

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

EXHIBIT THREE

Recyclables Profit Sharing Formula

The recycling rebate is the amount in which a basket of goods is sold for by the Material Recovery Facility (MRF) and returned to Priority Waste. The rebate which is returned to Priority Waste is to be split 50/50 with MMWA.

Exhibit Four

Schedule of MMWA Member
Community Dumpsters and Roll Offs

This is TBD

EXHIBIT FIVE

Contract Pricing and Rate Schedule

Priority Waste Five & Five Year Agreement Carts > 13,000

Priority Waste Weekly Trash Carts All In > 13,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$7.14	\$8.12	\$8.25	\$8.68	\$8.86
2024	\$7.26	\$8.26	\$8.40	\$8.83	\$9.02
2025	\$7.39	\$8.41	\$8.55	\$8.99	\$9.18
2026	\$7.52	\$8.56	\$8.70	\$9.15	\$9.34
2027	\$7.65	\$8.71	\$8.85	\$9.31	\$9.51
2028	\$7.78	\$8.86	\$9.00	\$9.48	\$9.68
2029	\$7.91	\$9.02	\$9.16	\$9.65	\$9.85
2030	\$8.05	\$9.18	\$9.33	\$9.82	\$10.03
2031	\$8.19	\$9.34	\$9.50	\$10.00	\$10.21
2032	\$8.34	\$9.51	\$9.67	\$10.18	\$10.39

Priority Waste Weekly Recycling Carts All In > 13,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$4.47	\$4.47	\$4.47	\$4.47	\$4.47
2024	\$4.54	\$4.54	\$4.54	\$4.54	\$4.54
2025	\$4.61	\$4.61	\$4.61	\$4.61	\$4.61
2026	\$4.68	\$4.68	\$4.68	\$4.68	\$4.68
2027	\$4.76	\$4.76	\$4.76	\$4.76	\$4.76
2028	\$4.83	\$4.83	\$4.83	\$4.83	\$4.83
2029	\$4.91	\$4.91	\$4.91	\$4.91	\$4.91
2030	\$4.99	\$4.99	\$4.99	\$4.99	\$4.99
2031	\$5.07	\$5.07	\$5.07	\$5.07	\$5.07
2032	\$5.15	\$5.15	\$5.15	\$5.15	\$5.15

Priority Waste Seasonal Yard Waste Manual Collection Only					
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	\$4.08	\$4.08	\$4.08	\$4.08	\$4.08
2025	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
2026	\$4.24	\$4.24	\$4.24	\$4.24	\$4.24
2027	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33
2028	\$4.42	\$4.42	\$4.42	\$4.42	\$4.42
2029	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
2030	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59
2031	\$4.69	\$4.69	\$4.69	\$4.69	\$4.69
2032	\$4.78	\$4.78	\$4.78	\$4.78	\$4.78

Priority Waste Every Other Week Recycling Carts All In > 13,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$3.82	\$3.82	\$3.82	\$3.82	\$3.82
2024	\$3.87	\$3.87	\$3.87	\$3.87	\$3.87
2025	\$3.92	\$3.92	\$3.92	\$3.92	\$3.92
2026	\$3.98	\$3.98	\$3.98	\$3.98	\$3.98
2027	\$4.04	\$4.04	\$4.04	\$4.04	\$4.04
2028	\$4.10	\$4.10	\$4.10	\$4.10	\$4.10
2029	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
2030	\$4.22	\$4.22	\$4.22	\$4.22	\$4.22
2031	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28
2032	\$4.34	\$4.34	\$4.34	\$4.34	\$4.34

Priority Waste Five & Five Year Agreement Carts < 13,000

Priority Waste Weekly Trash Carts All In <13,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$7.64	\$8.62	\$8.75	\$9.18	\$9.36
2024	\$7.76	\$8.76	\$8.89	\$9.33	\$9.52
2025	\$7.89	\$7.89	\$9.04	\$9.49	\$9.68
2026	\$8.02	\$9.06	\$9.19	\$9.64	\$9.84
2027	\$8.15	\$9.21	\$9.34	\$9.81	\$10.01
2028	\$8.28	\$9.36	\$9.50	\$9.97	\$10.18
2029	\$8.41	\$9.52	\$9.66	\$10.14	\$10.35
2030	\$8.55	\$9.68	\$9.82	\$10.32	\$10.53
2031	\$8.69	\$9.85	\$9.99	\$10.49	\$10.71
2032	\$8.84	\$10.01	\$10.16	\$10.67	\$10.89

Priority Waste Seasonal Yard Waste Manual Collection Only < 13,000					
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	\$4.08	\$4.08	\$4.08	\$4.08	\$4.08
2025	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
2026	\$4.24	\$4.24	\$4.24	\$4.24	\$4.24
2027	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33
2028	\$4.42	\$4.42	\$4.42	\$4.42	\$4.42
2029	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
2030	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59
2031	\$4.69	\$4.69	\$4.69	\$4.69	\$4.69
2032	\$4.78	\$4.78	\$4.78	\$4.78	\$4.78

Priority Waste Weekly Recycling Carts All In < 13,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$4.97	\$4.97	\$4.97	\$4.97	\$4.97
2024	\$5.04	\$5.04	\$5.04	\$5.04	\$5.04
2025	\$5.11	\$5.11	\$5.11	\$5.11	\$5.11
2026	\$5.18	\$5.18	\$5.18	\$5.18	\$5.18
2027	\$5.26	\$5.26	\$5.26	\$5.26	\$5.26
2028	\$5.33	\$5.33	\$5.33	\$5.33	\$5.33
2029	\$5.41	\$5.41	\$5.41	\$5.41	\$5.41
2030	\$5.49	\$5.49	\$5.49	\$5.49	\$5.49
2031	\$5.57	\$5.57	\$5.57	\$5.57	\$5.57
2032	\$5.65	\$5.65	\$5.65	\$5.65	\$5.65

Priority Waste Every Other Week Recycling Carts All In < 13,000					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$4.07	\$4.07	\$4.07	\$4.07	\$4.07
2024	\$4.12	\$4.12	\$4.12	\$4.12	\$4.12
2025	\$4.17	\$4.17	\$4.17	\$4.17	\$4.17
2026	\$4.23	\$4.23	\$4.23	\$4.23	\$4.23
2027	\$4.28	\$4.28	\$4.28	\$4.28	\$4.28
2028	\$4.34	\$4.34	\$4.34	\$4.34	\$4.34
2029	\$4.39	\$4.39	\$4.39	\$4.39	\$4.39
2030	\$4.45	\$4.45	\$4.45	\$4.45	\$4.45
2031	\$4.51	\$4.51	\$4.51	\$4.51	\$4.51
2032	\$4.57	\$4.57	\$4.57	\$4.57	\$4.57

Priority Waste Five & Five Year Agreement All In Manual

Priority Waste Weekly Trash Manual All In					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$6.14	\$7.12	\$7.25	\$7.68	\$7.86
2024	\$6.26	\$7.26	\$7.39	\$7.83	\$8.02
2025	\$6.39	\$7.41	\$7.54	\$7.99	\$8.18
2026	\$6.52	\$7.56	\$7.69	\$8.14	\$8.34
2027	\$6.65	\$7.71	\$7.84	\$8.31	\$8.51
2028	\$6.78	\$7.86	\$8.00	\$8.47	\$8.68
2029	\$6.91	\$8.02	\$8.16	\$8.64	\$8.85
2030	\$7.05	\$8.18	\$8.32	\$8.82	\$9.03
2031	\$7.19	\$8.35	\$8.49	\$8.99	\$9.21
2032	\$7.34	\$8.51	\$8.66	\$9.17	\$9.39

Priority Waste Seasonal Yard Waste Manual Collection Only					
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	\$4.08	\$4.08	\$4.08	\$4.08	\$4.08
2025	\$4.16	\$4.16	\$4.16	\$4.16	\$4.16
2026	\$4.24	\$4.24	\$4.24	\$4.24	\$4.24
2027	\$4.33	\$4.33	\$4.33	\$4.33	\$4.33
2028	\$4.42	\$4.42	\$4.42	\$4.42	\$4.42
2029	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
2030	\$4.59	\$4.59	\$4.59	\$4.59	\$4.59
2031	\$4.69	\$4.69	\$4.69	\$4.69	\$4.69
2032	\$4.78	\$4.78	\$4.78	\$4.78	\$4.78

Priority Waste Weekly Recycling Manual All In					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$3.47	\$3.47	\$3.47	\$3.47	\$3.47
2024	\$3.54	\$3.54	\$3.54	\$3.54	\$3.54
2025	\$3.61	\$3.61	\$3.61	\$3.61	\$3.61
2026	\$3.68	\$3.68	\$3.68	\$3.68	\$3.68
2027	\$3.76	\$3.76	\$3.76	\$3.76	\$3.76
2028	\$3.83	\$3.83	\$3.83	\$3.83	\$3.83
2029	\$3.91	\$3.91	\$3.91	\$3.91	\$3.91
2030	\$3.99	\$3.99	\$3.99	\$3.99	\$3.99
2031	\$4.07	\$4.07	\$4.07	\$4.07	\$4.07
2032	\$4.15	\$4.15	\$4.15	\$4.15	\$4.15

Priority Waste Every Other Week Recycling Manual All In					
City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$2.57	\$2.57	\$2.57	\$2.57	\$2.57
2024	\$2.62	\$2.62	\$2.62	\$2.62	\$2.62
2025	\$2.67	\$2.67	\$2.67	\$2.67	\$2.67
2026	\$2.73	\$2.73	\$2.73	\$2.73	\$2.73
2027	\$2.78	\$2.78	\$2.78	\$2.78	\$2.78
2028	\$2.84	\$2.84	\$2.84	\$2.84	\$2.84
2029	\$2.89	\$2.89	\$2.89	\$2.89	\$2.89
2030	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95
2031	\$3.01	\$3.01	\$3.01	\$3.01	\$3.01
2032	\$3.07	\$3.07	\$3.07	\$3.07	\$3.07

Priority Waste Five & Five Year Agreement

Priority Waste Dumpsters Member Communities 2 yard

Pricing listed is per month and is predicated on once per week service frequency
and includes delivery and collection and all other typically applied fees and taxes.

Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
2024	\$40.80	\$40.80	\$40.80	\$40.80	\$40.80	\$40.80
2025	\$41.62	\$41.62	\$41.62	\$41.62	\$41.62	\$41.62
2026	\$42.45	\$42.45	\$42.45	\$42.45	\$42.45	\$42.45
2027	\$43.30	\$43.30	\$43.30	\$43.30	\$43.30	\$43.30
2028	\$44.16	\$44.16	\$44.16	\$44.16	\$44.16	\$44.16
2029	\$45.05	\$45.05	\$45.05	\$45.05	\$45.05	\$45.05
2030	\$45.95	\$45.95	\$45.95	\$45.95	\$45.95	\$45.95
2031	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87
2032	\$47.80	\$47.80	\$47.80	\$47.80	\$47.80	\$47.80

Priority Waste Dumpsters Member Communities 4 yard

Pricing listed is per month and is predicated on once per week service frequency
and includes delivery and collection and all other typically applied fees and taxes.

Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$43.30	\$43.30	\$43.30	\$43.30	\$43.30	\$43.30
2024	\$44.17	\$44.17	\$44.17	\$44.17	\$44.17	\$44.17
2025	\$45.05	\$45.05	\$45.05	\$45.05	\$45.05	\$45.05
2026	\$45.95	\$45.95	\$45.95	\$45.95	\$45.95	\$45.95
2027	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87
2028	\$47.81	\$47.81	\$47.81	\$47.81	\$47.81	\$47.81
2029	\$48.76	\$48.76	\$48.76	\$48.76	\$48.76	\$48.76
2030	\$49.74	\$49.74	\$49.74	\$49.74	\$49.74	\$49.74
2031	\$50.73	\$50.73	\$50.73	\$50.73	\$50.73	\$50.73
2032	\$51.75	\$51.75	\$51.75	\$51.75	\$51.75	\$51.75

Priority Waste Dumpsters Member Communities 8 yard

Pricing listed is per month and is predicated on once per week service frequency
and includes delivery and collection and all other typically applied fees and taxes.

Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$86.60	\$86.60	\$86.60	\$86.60	\$86.60	\$86.60
2024	\$88.33	\$88.33	\$88.33	\$88.33	\$88.33	\$88.33
2025	\$90.10	\$90.10	\$90.10	\$90.10	\$90.10	\$90.10
2026	\$91.90	\$91.90	\$91.90	\$91.90	\$91.90	\$91.90
2027	\$93.74	\$93.74	\$93.74	\$93.74	\$93.74	\$93.74
2028	\$95.61	\$95.61	\$95.61	\$95.61	\$95.61	\$95.61
2029	\$97.53	\$97.53	\$97.53	\$97.53	\$97.53	\$97.53
2030	\$99.48	\$99.48	\$99.48	\$99.48	\$99.48	\$99.48
2031	\$101.47	\$101.47	\$101.47	\$101.47	\$101.47	\$101.47
2032	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50

Priority Waste Five & Five Year Agreement

Priority Waste Rolloffs Member Communities 20 yard

Pricing is for hauling only and includes delivery and collection
and all other typically applied fees and taxes.
Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2024	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2025	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2026	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2027	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2028	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2029	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2030	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2031	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00
2032	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00

Priority Waste Rolloffs Member Communities 30 yard

Pricing is for hauling only and includes delivery and collection
and all other typically applied fees and taxes.
Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2024	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2025	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2026	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2027	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2028	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2029	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2030	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2031	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00
2032	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00

Priority Waste Five & Five Year Agreement

Priority Waste Dumpsters Special Events 2 yard

Pricing listed is per lift and includes delivery and collection
and all other typically applied fees and taxes.
Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
2024	\$40.80	\$40.80	\$40.80	\$40.80	\$40.80	\$40.80
2025	\$41.62	\$41.62	\$41.62	\$41.62	\$41.62	\$41.62
2026	\$42.45	\$42.45	\$42.45	\$42.45	\$42.45	\$42.45
2027	\$43.30	\$43.30	\$43.30	\$43.30	\$43.30	\$43.30
2028	\$44.16	\$44.16	\$44.16	\$44.16	\$44.16	\$44.16
2029	\$45.05	\$45.05	\$45.05	\$45.05	\$45.05	\$45.05
2030	\$45.95	\$45.95	\$45.95	\$45.95	\$45.95	\$45.95
2031	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87
2032	\$47.80	\$47.80	\$47.80	\$47.80	\$47.80	\$47.80

Priority Waste Dumpsters Special Events 4 yard

Pricing listed is per lift and includes delivery and collection
and all other typically applied fees and taxes.
Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$43.80	\$43.80	\$43.80	\$43.80	\$43.80	\$43.80
2024	\$44.17	\$44.17	\$44.17	\$44.17	\$44.17	\$44.17
2025	\$45.05	\$45.05	\$45.05	\$45.05	\$45.05	\$45.05
2026	\$45.95	\$45.95	\$45.95	\$45.95	\$45.95	\$45.95
2027	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87	\$46.87
2028	\$47.81	\$47.81	\$47.81	\$47.81	\$47.81	\$47.81
2029	\$48.76	\$48.76	\$48.76	\$48.76	\$48.76	\$48.76
2030	\$49.74	\$49.74	\$49.74	\$49.74	\$49.74	\$49.74
2031	\$50.73	\$50.73	\$50.73	\$50.73	\$50.73	\$50.73
2032	\$51.75	\$51.75	\$51.75	\$51.75	\$51.75	\$51.75

Priority Waste Dumpsters Special Events 8 yard

Pricing listed is per lift and includes delivery and collection
and all other typically applied fees and taxes.
Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$86.60	\$86.60	\$86.60	\$86.60	\$86.60	\$86.60
2024	\$88.33	\$88.33	\$88.33	\$88.33	\$88.33	\$88.33
2025	\$90.10	\$90.10	\$90.10	\$90.10	\$90.10	\$90.10
2026	\$91.90	\$91.90	\$91.90	\$91.90	\$91.90	\$91.90
2027	\$93.74	\$93.74	\$93.74	\$93.74	\$93.74	\$93.74
2028	\$95.61	\$95.61	\$95.61	\$95.61	\$95.61	\$95.61
2029	\$97.53	\$97.53	\$97.53	\$97.53	\$97.53	\$97.53
2030	\$99.48	\$99.48	\$99.48	\$99.48	\$99.48	\$99.48
2031	\$101.47	\$101.47	\$101.47	\$101.47	\$101.47	\$101.47
2032	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50

Priority Waste Five & Five Year Agreement

Priority Waste Roll Offs Special Events 20 yard

Pricing is for hauling only and includes delivery and collection
and all other typically applied fees and taxes.
Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2024	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2025	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2026	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2027	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2028	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2029	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2030	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2031	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00
2032	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00

Priority Waste Roll Offs Special Events 30 yard

Pricing is for hauling only and includes delivery and collection
and all other typically applied fees and taxes.
Disposal and Processing fees are not included.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2024	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2025	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2026	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2027	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2028	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2029	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2030	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2031	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00
2032	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00

Priority Waste Five & Five Year Agreement

Priority Waste On Call Dumpsters & Roll Offs 2023

Pricing is per haul and includes delivery and collection
and all other typically applied fees and taxes.

Disposal costs are not included.

Labor Rate is per hour Portal to Portal for two employees to load materials.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2 yard	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
4 yard	\$43.30	\$43.30	\$43.30	\$43.30	\$43.30	\$43.30
8 yard	\$86.60	\$86.60	\$86.60	\$86.60	\$86.60	\$86.60
20 yard	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
30 yard	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
Labor	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00

Priority Waste Five & Five Year Agreement

Priority Waste Dumpster School Recycling 8 yard

Price is per month and includes delivery and collection
and all other typically applied fees and taxes.
Price does not include processing fee.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$86.60	\$86.60	\$86.60	\$86.60	\$86.60	\$86.60
2024	\$88.33	\$88.33	\$88.33	\$88.33	\$88.33	\$88.33
2025	\$90.10	\$90.10	\$90.10	\$90.10	\$90.10	\$90.10
2026	\$91.90	\$91.90	\$91.90	\$91.90	\$91.90	\$91.90
2027	\$93.74	\$93.74	\$93.74	\$93.74	\$93.74	\$93.74
2028	\$95.61	\$95.61	\$95.61	\$95.61	\$95.61	\$95.61
2029	\$97.53	\$97.53	\$97.53	\$97.53	\$97.53	\$97.53
2030	\$99.48	\$99.48	\$99.48	\$99.48	\$99.48	\$99.48
2031	\$101.47	\$101.47	\$101.47	\$101.47	\$101.47	\$101.47
2032	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50	\$103.50

Priority Waste Roll Off School Recycling 20 yard

Price is per haul and includes delivery and collection
and all other typically applied fees and taxes.
Price does not include processing fee.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2024	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2025	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2026	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2027	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2028	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2029	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2030	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2031	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00
2032	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00

Priority Waste Roll Off School Recycling 30 yard

Price is per haul and includes delivery and collection
and all other typically applied fees and taxes.
Price does not include processing fee.

	City of Saginaw	Zone One	Zone Two	Zone Three	Zone Four	Zone Five
2023	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2024	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00
2025	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2026	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00	\$295.00
2027	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2028	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00
2029	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2030	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00	\$335.00
2031	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00
2032	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00

Priority Waste Five & Five Year Agreement

Priority Waste CARTS

Cost of one additional 96 gal cart	\$80.00
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Cost of one additional 64 gal cart	\$65.00
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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	\$25.00
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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
Brant Twp	Monday	14715 Schroeder	Trash bags to be placed in front of side door
Frankenmuth - City	Wednesday	716 Heine	Resident to place trash/recy next to the garage.
Richland Twp	Thursday	1405 S Hemlock Rd	Trash only.
Richland Twp	Thursday	14455 Gratiot (Gem)	Resident will leave trash materials by the house.
Saginaw - City	Tuesday	3328 Congress	Trash will be placed in front of the attached garage next to the house.
Saginaw - City	Wednesday	1312 Ward	Resident will leave trash container(s) at the bottom of the front steps.

EXHIBIT SEVEN

List of Grandfathered Small Businesses

2022 Small Businesses

Community	Business Name	Address	Type of Business	Trash, Recy & YW (if applicable)	Recycling Only
Frankenmuth City	Kernel Benny's	321 S Main St	Gourmet Popcorn Shop	X	
Frankenmuth City	Dance Performance Academy	300 W Genesee St	Dance Studio	X	
Frankenmuth City	Cederberg Funeral Home	590 N Franklin St	Funeral Services	X	
Frankenmuth City	Chairman's Barber Shop	465 N Franklin St #B	Barber Shop	X	
Frankenmuth City	Cobbler's Bench Foot Health Care	995 S Main St	Foot care	X	
Frankenmuth City	Convenient Auto Cleaning	250 Kleiner St #B	Auto Detail Cleaning	X	
Frankenmuth City	Destinations	1029 S Main St	Formal Clothing Rental	X	
Frankenmuth City	Edward Jones	104 S Franklin St	Brokerage	X	
Frankenmuth City	Family Eye Care Center	504 N Franklin St	Optometrist	X	
Frankenmuth City	Financial Network	167 S Main St	Financial Planner	X	
Frankenmuth City	Huntington Bank	525 N Main St	Bank	X	
Frankenmuth City	Frankenmuth Bible Church	565 Churchgrove Rd	Church	X	
Frankenmuth City	Frankenmuth Cigar Co.	135 S Franklin St	Tobacco Sales	X	
Frankenmuth City	Frankenmuth Fun Ships	445 S Main St	Small Boat River Tours	X	
Frankenmuth City	Front Porch Quilt Shop	305 S Franklin St	Quilt Shop	X	
Frankenmuth City	Gafkay Garner PLC	175 S Main St	Attorney Office	X	
Frankenmuth City	K III Hair Gallery	306 W Genesee St	Beauty Shop	X	
Frankenmuth City	Lori Malochleb	143 W Genesee St	Chiropractor	X	
Frankenmuth City	Military & Space Museum	1250 Weiss St	Museum	X	
Frankenmuth City	Morgan Stanley	325 S Main St	Brokerage	X	
Frankenmuth City	P & K Dental Clinic	123 Churchgrove Rd	Dental Office	X	
Frankenmuth City	Rausch & Associates	422 N Main St	Real Estate	X	
Frankenmuth City	Re/Max	512 N Franklin St	Real Estate	X	
Frankenmuth City	Resler Animal Hospital	500 N Franklin St	Veterinary Clinic	X	
Frankenmuth City	Strands	541 N Franklin St	Beauty Shop	X	
Frankenmuth City	Those Nature People	455 S Main St	Health Products (business & apt; assessed as 2 units)	X	
Frankenmuth City	The Essence Shop	985 S Main St	Beauty Products	X	
Frankenmuth City	Unique Cut	1022 Weiss St	Beauty Shop	X	
Frankenmuth City	W & D Realty	1055 S Main St	Real Estate	X	
Frankenmuth City	Wild Birds Unlimited	975 S Main St	Pet Supply	X	
Frankenmuth City	WNNCO	250 Kleiner St	Storage Units	X	
Frankenmuth City	Zolton Law Offices	190 E School St	Attorney Office	X	
Merrill Village	E.J.'s Bar & Grill	129 N Midland Rd	Bar		X
Merrill Village	Jonesfield Fire Dept.	143 W Mahoney Rd	Fire Dept.	X	
Merrill Village	Mercantile Bank (Formerly First Bank)	125 W Saginaw St	Bank	X	
Merrill Village	Merrill District Library	321 W Saginaw St	Government office	X	
Merrill Village	Merrill Post Office	242 S Midland St		X	
Merrill Village	Merrill Village DPW	380 E Mahoney Rd	Municipal bldg		X
Merrill Village	Merrill Village Office	148 W Saginaw St	Government office		X
Merrill Village	Pretty as a Peacock	121 S Melze St	Florist	X	
Merrill Village	Schroeder Store Fixture Limited	144 S Midland St	Plumbing supply store	X	
Merrill Village	St. John's Parish	419 S Midland St	Church	X	
Merrill Village	Superior Vault	245 E Mahoney Rd	Builds cemetery vaults	X	