



May 1, 2023

Morgan Schueller
Lakeshore Recycling Systems

VIA EMAIL – mschueller@lrsrecycles.com

Re: FOIA 23-44

Subject: Requesting a electronic version of the refuse and recycling contract.

Dear Ms. Schueller:

This letter will serve as Oswego Community Unit School District 308's response to your 4/26/2023 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. Attached is the information you requested.

To promote district transparency and assist others who may have a similar question, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses>FOIA Requests Responses -2023 – click on the link for 23-44 for information on previous requests.*

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request.

Please let me know if you have additional questions. Thank you.

Andrea Wiaduch

Andrea Wiaduch
Finance Coordinator/
Freedom of Information Officer



Waste Management of Illinois Inc.
700 E Butterfield Rd
Lombard, Illinois 60149

WM Agreement #
Customer ID Various
Acct. Name Oswego Community
Salesperson Jennifer Davis
Effective Date 7/1/2022
Last PI Date

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name Oswego Community Contact
Address Various Telephone #
City State Zip Fax #
County/Parish Email

Customer Comments:

Billing Information

Name Oswego Comm Unit Dist 308 Contact Nicole Costa
Address 71 Stonhill Rd Telephone # 630-636-3173
City State Zip Oswego, IL 60543 Fax #
County/Parish Email ncosta@sd308.org

PO#:

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
	Various See Schedule A	Trash	Various See Schedule A	Container Service Plan	\$
				Fuel & Environmental/RCR	\$ *
					\$
					\$
					\$
					\$
					\$
					\$

Current rate for Extra Pickup (per lift): \$

Current FSC 0.00%, EVC 0.00%, RCR 0%

TOTAL : 0.00*

Quantity	Equipment	Material Stream	Frequency	Base Rate	
	Various See Schedule A	Recycling	Various See Schedule A	Container Service Plan	\$
				Fuel & Environmental/RCR	\$ *
					\$
					\$
					\$
					\$
					\$
					\$

Current rate for Extra Pickup (per lift): \$

Current FSC 0.00%, EVC 0.00%, RCR 0%

TOTAL : \$ 0.00*

Customer's Waste Materials not to exceed an average weight of lbs./yard.

Administrative Charge \$ 0.00
GRAND TOTAL \$ 0.00*

Initial One Time Service Charges*

Initial Delivery	\$	0.00
Lock (per container)	\$	0.00
Setup Charge	\$	0.00
Permit Service	\$	0.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 1 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 0 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Jennifer Davis
Customer Signature

Jennifer Davis
Printed Name

Rob Allison
Title Account Executive

2/1/22
Date 6/22/2022

Company: Waste Management of Illinois Inc.

Printed Name

Title

Date

Terms and Conditions on following page(s)

"Addendum A"
Addendum to Service Agreement
between Waste Management of Illinois, Inc. and Oswego Comm Unit

Agreement Effective Date: 7/1/22 Term: 12 Months

Account #	Location Name	Address/State	Recycle	Qty.	Container Size	Frequency	Monthly rate	Extra Pickup Rate	Haul Rate	Tonnage Rate	Rental Rate
801-1095718	OSWEGO COMM DIST GRANDE PARK	26933 W GRANDE PARK BLVD, PLAINFIELD, IL	MSW	1	8FL	5	\$434.30	\$80.00			
801-1095718	OSWEGO COMM DIST GRANDE PARK	26933 W GRANDE PARK BLVD, PLAINFIELD, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1090835	OSWEGO COMM UNIT BEDNARCIK JR	10240 HEGGS RD, OSWEGO, IL	MSW	1	8FL	5	\$434.30	\$80.00			
801-1090835	OSWEGO COMM UNIT BEDNARCIK JR	10240 HEGGS RD, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
101-131081	OSWEGO COMM UNIT BILLING	1008 DOUGLAS RD, OSWEGO, IL	MSW	1	2FL	1	\$44.29	\$70.00			
101-131047	OSWEGO COMM UNIT BOULDER HILL	163 BOULDER HILL PASS, MONTGOMERY, IL	MSW	1	8FL	5	\$486.81	\$80.00			
101-131047	OSWEGO COMM UNIT BOULDER HILL	163 BOULDER HILL PASS, MONTGOMERY, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1091157	OSWEGO COMM UNIT CHURCHILL	520 SECRETARIAT LN, OSWEGO, IL	MSW	1	8FL	5	\$434.30	\$80.00			
801-1091157	OSWEGO COMM UNIT CHURCHILL	520 SECRETARIAT LN, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1097077	OSWEGO COMM UNIT EARLY LEARNIN	1000 5TH ST, OSWEGO, IL	MSW	1	6FL	5	\$368.87	\$60.00			
801-1097077	OSWEGO COMM UNIT EARLY LEARNIN	1000 5TH ST, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1090911	OSWEGO COMM UNIT EASTVIEW	4209 STATE ROUTE 71, OSWEGO, IL	MSW	1	8FL	5	\$434.30	\$80.00			
801-1090911	OSWEGO COMM UNIT EASTVIEW	4209 STATE ROUTE 71, OSWEGO, IL	RECY	1	6FY	1	\$52.96	\$60.00			
801-1091102	OSWEGO COMM UNIT EAST HS	1525 HARVEY RD, OSWEGO, IL	RECY	1	8FY	2	\$142.79	\$80.00			
101-131058	OSWEGO COMM UNIT FOX CHASE	260 FOX CHASE DR N, OSWEGO, IL	MSW	1	8FL	5	\$486.81	\$80.00			
101-131058	OSWEGO COMM UNIT FOX CHASE	260 FOX CHASE DR N, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1090836	OSWEGO COMM UNIT HOMESTEAD ELE	2830 HILLSBORO BLVD, OSWEGO, IL	MSW	1	6FL	5	\$434.30	\$60.00			
801-1090836	OSWEGO COMM UNIT HOMESTEAD ELE	2830 HILLSBORO BLVD, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1106429	OSWEGO COMM UNIT HUNT CLUB ELE	4001 HUNT CLUB DR, OSWEGO, IL	MSW	1	8FL	5	\$404.28	\$80.00			
801-1106429	OSWEGO COMM UNIT HUNT CLUB ELE	4001 HUNT CLUB DR, OSWEGO, IL	RECY	1	6FY	1	\$79.50	\$60.00			
103-91340	OSWEGO COMM UNIT LAKEWOOD	2301 LAKEWOOD CRK, MONTGOMERY, IL	MSW	1	8FL	5	\$322.72	\$80.00			
103-91340	OSWEGO COMM UNIT LAKEWOOD	2301 LAKEWOOD CRK, MONTGOMERY, IL	RECY	1	8FY	1	\$79.50	\$80.00			
101-131048	OSWEGO COMM UNIT LONGBEACH	67 LONGBEACH RD, MONTGOMERY, IL	MSW	1	6FL	5	\$398.36	\$60.00			
101-131048	OSWEGO COMM UNIT LONGBEACH	67 LONGBEACH RD, MONTGOMERY, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1090915	OSWEGO COMM UNIT MAINTENANCE	STATE ROUTE 71, OSWEGO, IL	MSW	1	8FL	1	\$86.86	\$80.00			
801-1118707	OSWEGO COMM UNIT MAINTENANCE	71 STONEHILL RD, OSWEGO, IL	MSW	1	8FL	1	\$86.86	\$80.00			
801-1118707	OSWEGO COMM UNIT MAINTENANCE	71 STONEHILL RD, OSWEGO, IL	RECY	1	2RY	1	\$19.87	\$70.00			
801-1117699	OSWEGO COMM UNIT MURPHY JR HIGH	26323 GRANDE PARK BLVD, PLAINFIELD, IL	MSW	1	8FL	5	\$434.30	\$80.00			
801-1117699	OSWEGO COMM UNIT MURPHY JR HIGH	26323 GRANDE PARK BLVD, PLAINFIELD, IL	RECY	1	8FY	1	\$79.50	\$80.00			
101-131056	OSWEGO COMM UNIT OLD POST	100 OLD POST, MONTGOMERY, IL	MSW	1	6FL	5	\$398.36	\$60.00			
101-131056	OSWEGO COMM UNIT OLD POST	100 OLD POST, MONTGOMERY, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1091228	OSWEGO COMM UNIT PLANK JR HIGH	510 SECRETARIAT LN, OSWEGO, IL	MSW	1	10F	5	\$499.72	\$100.00			
801-1091228	OSWEGO COMM UNIT PLANK JR HIGH	510 SECRETARIAT LN, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1091158	OSWEGO COMM UNIT PRAIRIE POINT	3650 GROVE RD, OSWEGO, IL	MSW	1	8FL	5	\$434.30	\$80.00			
801-1091158	OSWEGO COMM UNIT PRAIRIE POINT	3650 GROVE RD, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1102421	OSWEGO COMM UNIT SOUTHBURY	820 PRESTON LN, OSWEGO, IL	MSW	1	8FL	5	\$434.30	\$80.00			
801-1102421	OSWEGO COMM UNIT SOUTHBURY	820 PRESTON LN, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1090908	OSWEGO COMM UNIT SENIOR HS	4250 STATE ROUTE 71, OSWEGO, IL	RECY	2	8FY	1	\$154.36	\$80.00			
101-131046	OSWEGO COMM UNIT THOMPSON	440 BOULDER HILL PASS, OSWEGO, IL	MSW	1	10F	5	\$575.27	\$100.00			
101-131046	OSWEGO COMM UNIT THOMPSON	440 BOULDER HILL PASS, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1120538	OSWEGO COMM UNIT TRANSPORTATION	55 STONEHILL RD, OSWEGO, IL	MSW	2	2FL	3	\$244.21	\$20.00			
801-1120538	OSWEGO COMM UNIT TRANSPORTATION	55 STONEHILL RD, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			
801-1102418	OSWEGO COMM UNIT TRAUGHER NEW	570 COLCHESTER DR, OSWEGO, IL	MSW	2	8FL	5	\$799.56	\$80.00			
801-1102418	OSWEGO COMM UNIT TRAUGHER NEW	570 COLCHESTER DR, OSWEGO, IL	RECY	1	8FY	1	\$79.50	\$80.00			

801-1090815	OSWEGO COMM UNIT WHEATLANDS	2290 BARRINGTON DR, AURORA, IL	MSW	1	6FL	5	\$368.87	\$60.00		
801-1090815	OSWEGO COMM UNIT WHEATLANDS	2290 BARRINGTON DR, AURORA, IL	RECY	1	8FY	1	\$79.50	\$80.00		
801-1091156	OSWEGO COMM UNIT WOLFS CROSS IN	3015 S EOLA RD, AURORA, IL	MSW	1	8FL	5	\$434.30	\$80.00		
801-1091156	OSWEGO COMM UNIT WOLFS CROSS IN	3015 S EOLA RD, AURORA, IL	RECY	1	8FY	1	\$79.50	\$80.00		
801-1090910	OSWEGO COMM UNIT 308 COMMUNITY	61 FRANKLIN ST, OSWEGO, IL	MSW	1	8FL	1	\$86.86	\$80.00		
430-77041	OSWEGO COMM UNIT EAST HS	1525 HARVEY RD, OSWEGO, IL	MSW	1	S30	OC		\$ 270.00	\$ 65.09	
430-76403	OSWEGO HS	4250 STATE ROUTE 71, OSWEGO, IL	MSW	1	S25	OC		\$ 270.00	\$ 65.09	

The above listed locations are hereby incorporated into the Service Agreement and are subject to the terms and conditions under the Service Agreement. State & Local taxes, and/or fees, Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Special Instructions:

OFC - STD
XPU @ \$10.00/YARD
EXEMPT DEL/REM
EXEMPT FUEL/ENV/RCR
EXEMPT RMO
EXEMPT REL/TRIP/XCH
EXEMPT MIN TON
EXEMPT MIN HAUL

1. (a) **SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.

(b) **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. **CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.

3. **TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows:

(a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase;

(b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination;

(c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and

(d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement.

In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.

4. (a) **CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services", which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.

(b) **PERMITTED PRICE INCREASES.** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services¹ published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.

(c) **CONSENSUAL PRICE INCREASES.** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.

5. **INVOICES; PAYMENT TERMS.** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third

party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services. Company's equipment shall be entitled to recover all losses, damages and costs, including attorney's fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment. Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer at a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12 (v), 12 (v), and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "Business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper, flattened, uncoated cardboard boxes, aluminum food and beverage containers, tin or steel cans, glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated waste, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste. Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials. Special Waste, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO deduction or any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities. Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/VAF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled waste/paper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights..