

PINE RIVER TOWNSHIP

Gratiot County, Michigan

March 21, 2023

Agenda

1. Call to Order
2. Pledge to the Flag
3. Roll Call
4. Public Hearing- Budget 7:00 p.m.
5. Brief Public Comments (3 Minutes)
6. Approval of Agenda
7. Approval of Minutes
 - a. February 21, 2023
8. Approval to Pay Bills
9. Reports by Boards, Committees & Agents
 - a. Treasurer's Report
 - b. Budget Report
 - c. Zoning & Blight Report
 - d. Assessor's Report
 - e. Fire Board Report
10. Business before the Board
 - a. 2024 Budget Adoption
 - b. Road Commission 2024 Contracts
 - c. Township Hall Generator Purchase
 - d. Township Hall LED Lighting Project
 - e. Donation Drop Off Box- M-46/Alger- Volunteers of America
 - f. Spring Cleanup Day @ Township Hall (8am-12pm)-May 13, 2023
 - g. PA 116- 12-011-008-00- Pleasant Valley Organics LLC
 - h. Orchard Hills Water Main Project
11. Announcements and Upcoming Meetings
 - a. Next Board Meeting – April 18, 2023
12. Adjournment

**(PROPOSED) MINUTES OF THE PINE RIVER TOWNSHIP BOARD
MONTHLY MEETING
MARCH 21, 2023**

- 1) The regular monthly meeting of the Pine River Township Board was called to order at 7:00PM by Supervisor Beeson at the Township Hall.
- 2) Pledge the flag: The Board and the Public said the Pledge to the flag.
- 3) Roll Call: Best: present; Moeggenborg: present; Beeson: present; Baker: present. Whitmore: present. (5) Board members present, (0) absent.
Guests: None
- 4) Public Comments
 - a. None
- 5) Approve the Agenda:
 - a. Motion made by Baker: second by Moeggenborg: to approve the agenda as presented. All present Board members approved. The motion carried 5-0.
- 6) Approve the Minutes:
 - a. Motion made by Best: second by Moeggenborg: to approve the Minutes of the regular meeting from February 21, 2023. All present Board members approved. The motion carried 5-0.
- 7) Approval to Pay Bills:
 - a. Motion made by Moeggenborg: second by Best: to approve the payment of bills as presented in the amount of \$49,915.15 with the addition of the MTA Conference lodging at Grand Traverse Resort bill. All present Board members approved. The motion carried 5-0.
- 8) Reports by Boards, Committees, and Agents
 - a. Treasurer's Report – Discussion: Board reviewed, bank reconciliations have been received and reviewed by all present. Placed on file.
 - b. Budget Report – Discussion: report placed on file.
 - c. Zoning and Blight Officer – Discussion: report placed on file. J. Baker submitted resignation from position effective in the next month or two.
 - d. Assessor Report – Joint Board of Review went well; 52 appeals with 27 Veterans and 4 personal property statements.
 - e. Fire Services – no report
- 9) Beeson closed the Public Hearing at 7:17PM.

10) Business before the Board

- a. 2024 Budget Adoption
 - i. Motion made by Baker: second by Moeggenborg: to adopt the 2024 Budget and General Appropriations Act and Fire Fund Millage Rate. Roll Call vote: Best: yes; Moeggenborg: yes; Beeson: yes; Whitmore: yes; Baker: yes. All present Board members approved. The motion carried 5-0.
- b. Road Commission 2024 Contracts
 - i. Motion made by Moeggenborg: second by Best: to approve the contracts as presented by Gratiot County Road Commission in total cost of \$100,243.07. Roll Call vote: Best: yes; Moeggenborg: yes; Beeson: yes; Whitmore: yes; Baker: yes. All present Board members approved. The motion carried 5-0.
- c. Township Hall Generator Purchase
 - i. Motion made by Baker: second by Best: to approve the purchase of a generator through Revolution Electric at the cost of \$10,300. All present Board members approved. The motion carried 5-0.
- d. Township Hall LED Lighting Project
 - i. Motion made by Best: second by Baker: to approve the project cost of \$5,200 with Revolution Electric. All present Board members approved. The motion carried 5-0.
- e. Donation Drop Box – M46/Alger – Volunteers of America
 - i. Discussion to have Katie contact and let them know to remove the boxes.
- f. Spring Cleanup Day
 - i. Discussion to have it hosted at the Township Hall on May 13 from 8A-12P.
- g. PA 116 – 12-011-008-00 – Pleasant Valley Organics LLC
 - i. Motion made by Baker: second by Moeggenborg; to approve the PA-116 application as presented. All present Board members approved. The motion carried 5-0.
- h. Orchard Hills Water Main Project
 - i. Discussion.

11) Extended Public Comment:

- a. None.

12) Announcements and Upcoming Meetings

- a. Board Meeting: April 18, 2023, at 7 PM

13) Adjournment

- a. Motion made by Whitmore: second by Baker: to adjourn the meeting at 8:17PM. All present Board members approved. The motion carried 5-0.

Submitted by: Andi Whitmore,
Clerk

General Appropriations Act

A Resolution to Establish a General Appropriations Act for the Township of Pine River; to define the powers and duties of the Pine River Township officers in relation to the administration of the budget; and to provide remedies for refusal or neglect to comply with the requirements of this resolution.

The Board of Trustees of Pine River Township resolves:

SECTION 1: TITLE

This resolution shall be known as the Pine River Township General Appropriations Act.

SECTION 2: CHIEF ADMINISTRATIVE OFFICER

The Supervisor shall be the Chief Administrative Officer and shall perform the duties of the Chief Administrative Officer enumerated in this act.

SECTION 3: FISCAL OFFICER

The Clerk shall be the Fiscal Officer and shall perform the duties of the Fiscal Officer enumerated in this act.

SECTION 4: PUBLIC HEARINGS ON THE BUDGET

Pursuant to MCLA 141.412 and 141.413, notice of a public hearing on the proposed budget was published in the Morning Sun on Monday, March 13, 2023 and a public hearing on the proposed budget was held on Tuesday, March 21, 2023.

SECTION 5: ESTIMATED REVENUES

Estimated township general fund revenues for the fiscal year 2024 including an allocated millage of one mill and various miscellaneous revenues shall total \$517,539. A dedicated rate of 1 mill for fire and rescue protection will generate approximately \$161,142.

SECTION 6: MILLAGE LEVY

The Pine River Township Board shall cause to be levied and collected the general property tax on all real and personal property within the township

upon the current tax roll an amount equal to one mill, as authorized under state law, in addition to a voter approved millage dedicated to covering the costs of fire and rescue services in the Township, levied at one additional mill.

SECTION 7: ESTIMATED EXPENDITURES

Estimated township general fund expenditures for fiscal year 2024 for the various township cost centers are as follows:

| | | |
|-----|------------------------|------------------|
| 101 | Township Board | \$112,803.00 |
| 171 | Supervisor | 23,650.00 |
| 191 | Elections | 17,000.00 |
| 209 | Assessing | 33,895.00 |
| 215 | Clerk | 33,350.00 |
| 247 | Board of Review | 3,420.00 |
| 253 | Treasurer | 24,850.00 |
| 265 | Buildings and Grounds | 120,885.00 |
| 276 | Cemetery | 9,235.00 |
| 445 | Drains at Large | 1,000.00 |
| 446 | Road Commission | 100,260.00 |
| 450 | Street Lighting | 2,500.00 |
| 528 | Rubbish (Non-Curbside) | 20,000.00 |
| 805 | Planning & Zoning | <u>13,825.00</u> |
| | | |
| | TOTAL: | \$516,673.00 |

SECTION 8: DESIGNATED FUNDS

The following projects and funds are designated to their specific use:

| | |
|----------------------------|--------------|
| Road Improvement Fund | \$500,000.00 |
| Township Hall Improvements | \$200,000.00 |
| Water/Sewer Development | \$200,000.00 |
| Cemetery Improvements | \$25,000.00 |

SECTION 9: ADOPTION OF BUDGET BY REFERENCE

The general fund budget of Pine River Township is hereby adopted by reference, with revenues and activity expenditures as indicated in sections 5 and 7 of this act.

SECTION 10: ADOPTION OF BUDGET BY COST CENTER

The Board of Trustees of Pine River Township adopts the 2024 fiscal year general fund budget by cost center. Township officials responsible for the expenditures authorized in the budget may expend township funds up to, but not to exceed, the total appropriation authorized for each cost center, and may make transfers among the various line items contained in the cost center appropriation. However, no transfers of appropriations for line items related to personnel or capital outlays may be made without prior board approval by budget amendment.

SECTION 11: APPROPRIATION IS NOT A MANDATE TO SPEND

Appropriations will be deemed maximum authorizations to incur expenditures. The fiscal officer shall exercise supervision and control to ensure that expenditures are within appropriations, and shall not issue any township order for expenditures that exceed appropriations.

SECTION 12: TRANSFER AUTHORITY

The Chief Administrative Officer shall have the authority to make transfers among the various cost centers without prior board approval, if the amount to be transferred does not exceed \$2,000 or 15% of the appropriation item from which the transfer is to be made, whichever is less. The Board shall be notified at its next meeting of any such transfers made, and reserves the right to modify, amend or nullify any such transfers made. Under no circumstances may the total general fund budget be changed without prior board approval.

SECTION 13: PERIODIC FISCAL REPORTS

The fiscal officer shall transmit to the board at the end of each month a report of financial operation, including, but not limited to:

1. A summary statement of the actual financial condition of the general fund at the end of the previous month;
2. A summary statement showing the receipts and expenditures and encumbrances for the previous month and for the current fiscal year to the end of the previous month;
3. A detailed list of:

- a. Expected revenues by major source as estimated in the budget; actual receipts to date for the current fiscal year compared with actual receipts for the same period in the prior fiscal year; and any revisions in revenues estimated resulting from collection experience to date.
- b. For each cost center; the amount appropriated; the amount charged to each appropriation in the previous month and for the current fiscal year and as compared with the same period in the prior fiscal year; the unencumbered balance of appropriations; and any revision in the estimate of expenditures.

SECTION 14: LIMIT ON OBLIGATIONS AND PAYMENTS

No obligation shall be incurred against, and no payment shall be made from any appropriation account unless there is a sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligation.

SECTION 15: BUDGET MONITORING

Whenever it appears to the Chief Administrative Officer of the Township Board that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures shall exceed an appropriation, the chief Administrative Officer shall present to the township board recommendation to prevent expenditures from exceeding available revenues or appropriations for the current fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues, or both.

SECTION 16: VIOLATIONS OF THE ACT

Any obligation incurred or payment authorized in violation of this resolution shall be void and shall subject any responsible official or employee to disciplinary action as outlined in P.A. 621.

SECTION 17: BOARD ADOPTION

Motion made by Baker supported by Mueggenborg to adopt the foregoing resolution. Roll call vote is as follows:

Voting YES: Best, Mueggenborg, Beeson, Whitmore, Baker

Voting NO: ∅

Absent: ∅

The Supervisor declared the motion carried and the resolution duly adopted on the 21st day of March 2023.

Andi Whitmore
Andi Whitmore, Clerk

**Pine River Township
Fire Fund Millage Rate
Fiscal Year 2024**

A RESOLUTION TO ESTABLISH THE MILLAGE RATE FOR FIRE AND EMERGENCY SERVICES FOR FISCAL YEAR 2024

The following Resolution was offered by Baker and supported by Moeggenborg.

WHEREAS, the Board of Trustees of Pine River Township, by virtue of previous board action, has assumed the obligation of establishing the millage rate to cover in their entirety the costs of providing fire and emergency services to township residents, and

WHEREAS, this rate must be established before the commencement of each new fiscal year, and

WHEREAS, after timely notification of such in the Morning Sun, a newspaper of general circulation within the township, a mandatory public hearing on the subject was held at the Township Hall on Tuesday, March 21, 2023 at 7:00 pm;

NOW THEREFORE, BE IT RESOLVED:

1. The voter approved millage rate for Fiscal Year 2024 is established at **1.00 mills.**
2. As required by state legislation, this rate will be collected against **the taxable value** of all property located within Pine River Township. The taxable value is currently estimated at \$161,142,003.

This resolution was presented to the Board of Trustees at a regular meeting, held at 7:00 p.m. on Tuesday, March 21, 2023 at the Township Hall, 1495 W Monroe Rd, Saint Louis, Michigan with the following results:

Voting YES: Best, Moeggenborg, Beeson, Whitmore, Baker

Voting NO: Ø

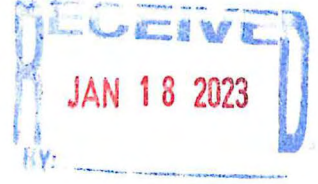
Absent: Ø

Andi Whitmore
Andi Whitmore, Clerk



GRATIOT COUNTY Road Commission

P.O. Box 187 – 200 Commerce Drive – Ithaca, MI 48847-0187
Phone: (989) 875-3811 Fax: (989) 875-2831
Web: www.gratiotroads.org Email: gratiot@gratiotroads.org



WHEREAS, the Township of **PINE RIVER** in the County of Gratiot and the Gratiot County Road Commission have heretofore entered into an agreement whereby said Township paid to the Gratiot County Road Commission the sum of **\$3,343.65** to be used for the maintenance of township roads in said township for the year 1949, and

WHEREAS, by mutual agreement said Township and the Gratiot County Road Commission continued such agreement on the same terms and conditions for the same amount of money for the same purpose for the years 1950 through 2022, inclusive,

WHEREAS, it is the desire of both parties to continue such agreement on the same terms and conditions for the calendar year 2023,

NOW THEREFORE, it is mutually agreed that such agreement above described shall be extended and continued upon the same terms and conditions for the calendar year 2023.

Township Supervisor

Dated 3/21/23

Township Clerk

Gratiot County Road Commissioners:

Chairman

Vice-Chairman

Dated _____

Member

GRATIOT COUNTY ROAD COMMISSION
TOWNSHIP DUST LAYER AGREEMENT

THIS AGREEMENT made this 21st day of March, 2023 between the **TOWNSHIP of PINE RIVER**, Gratiot County, Michigan, First Party, and the Gratiot County Road Commission as Second Party.

First Party hereby engages Second Party to place:

LIQUID CALCIUM CHLORIDE (26%) (\$334.80/mile) at approximately 2,000 gallon/mile/application on approximately **34.19 MILES** of gravel roads on the Local Road System within said township. Application to consist of a 10' width spread down center of roadway until application is applied, one on top of another as road will receive liquid and not run off

The Road Commission will coordinate the date that the above applications will be made with the other townships in Gratiot County. General time frames will be considered and should be listed below.

Applications required this season:

- ONE FULL APPLICATION (\$334.80/mi x 34.19 mi = \$11,446.81 for chloride)
- X TWO FULL APPLICATIONS (\$334.80/mi x 34.19 mix 2 = \$22,893.62 for chloride)
- THREE FULL APPLICATIONS (\$334.80/mi x 34.19 mix 3 = \$34,340.43 for chloride)

OTHER- PLEASE EXPLAIN _____

First Party agrees to pay Second Party for said services after each application has been completed and an invoice has been furnished by the Road Commission.

IN WITNESS, Whereof the parties have hereunto set their hands and seals the day and year first above written.


APPROVED BY:


GRATIOT COUNTY ROAD COMMISSION

Chairman

Vice-Chairman

Member
Date: _____

PINE RIVER TOWNSHIP


Supervisor


Clerk
Date: 3/21/23

GRATIOT COUNTY ROAD COMMISSION

SPECIAL MAINTENANCE AGREEMENT

GRAVEL RESURFACING

The Township Board Members of PINE RIVER hereby agree to contribute \$ 74,005.80 toward the gravel resurfacing of approximately 7.92 miles of local roads with their township with an estimated 750 tons of gravel per mile. The Gratiot County Road Commission agrees to contribute 20% of cost per mile toward this program to include the cost of furnishing, loading, hauling and placing of processed road gravel and furnishing liquid chloride or salt brine to stabilize the new gravel. This material will be hauled by contract forces or Commission forces depending upon the Commission's work load.

The Township would like the following gravel or limestone to be placed on their roads:

PLEASE CHECK ONE OF THE FOLLOWING:

6.91 23A GRAVEL@ (\$10,312.50 - 20%) = \$8,250.00 per mile

_____ 23A Limestone-First Application (1,500 ton/mile)@ (\$42,075.00 - 20%) = \$33,660.00/mile

1.01 23A Limestone-Repeat Application (750 ton/mile)@ (\$21,037.50 - 20%) = \$16,830.00/mile

The Commission agrees to furnish labor and equipment necessary for the inspection of material, shaping and leveling of this gravel material and to spread liquid chloride or brine to stabilize the material at no additional cost to the township, based on contractor low bid. If the contractor fails to fulfill their obligation in a reasonable time, the Road Commission will contact the township to renegotiate this contract with other than low bid.

The Township, upon the recommendation of the Commission, will determine on which roads this resurfacing will be done.

Said \$ 74,005.80 represents the total amount the township is to pay toward this work and is payable to the Gratiot County Road Commission upon completion of work.

APPROVED BY:

GRATIOT COUNTY ROAD COMMISSION


Chairman

Vice-Chairman

Member

Date: -----

PINE RIVER TOWNSHIP



Supervisor



Clerk

Date: 3/21/23



WASTE COLLECTION SERVICES AGREEMENT

Community Clean Up

Thank you for choosing Granger Waste Services, Inc. for your waste handling needs. This Waste Collection Services Agreement, together with the attached Terms and Conditions and any applicable schedule, sets forth our agreement ("Agreement") for providing these services to you.

Customer: Pine River Township
1495 W Monroe Road
St. Louis, MI 48880

Contact: Kevin Beeson
kbeeson@pinerivertwp.org
Mobile 989-859-1754

Effective Date: 3/21/2023

Term: One (1) REL truck with driver for May 13, 2023

Services & Rates: See Attachment A

Access: Granger is not responsible for any damage to pavement, asphalt, dirt/gravel, sidewalks, parking areas, lawn, landscaping or associated structures and sub-grade that may be caused directly or indirectly by Granger's equipment when utilizing a route deemed reasonably necessary to perform service.

Waste Acceptance Guidelines: See Attachment B

Special Notes:

The undersigned Customer represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement.

AGREED:

GRANGER WASTE SERVICES, INC.

By: Jami Anderson

Name: Jami Anderson

Title: Market Development Specialist

Date: March 21, 2023

PINE RIVER TOWNSHIP

By: Kevin D. Beeson

Name: Kevin D. Beeson

Title: Supervisor

Date: March 21, 2023

Acceptance of services is agreement to Granger Waste Services Terms & Conditions.



TERMS AND CONDITIONS

1. APPLICABILITY. These terms and conditions (these "Terms," and together with the Service Agreement, if any, this "Agreement") govern the provision of Services (defined below) by Granger Waste Services ("Granger") to you, Granger's Customer ("Customer," "you," "your," and, together with Granger, the "Parties"). No edit, addition, strikeout or other modification to these Terms shall be effective unless signed by both Parties. These Terms supersede all other agreements, including any of your general terms and conditions, regardless of whether or when you communicated them to Granger. Your acceptance of Granger's Services shall constitute acceptance of this Agreement, including these Terms. If these Terms conflict with the Service Agreement, the Service Agreement will control any such conflict.

2. TERM. This Agreement shall remain in effect during the term specified in the Service Agreement, and if no term is specified, until the end of the current calendar year (the "Term"). The Term shall automatically renew for additional Terms of 12 months each unless either Party gives written notice of termination at least 90 days, but not more than 180 days, before the Term expires. For Residential Curbside Service only, the Term shall be the current calendar month, and shall automatically renew for additional Terms of 1 month each unless either Party gives written notice of termination before the Term expires.

3. SERVICES. You grant to Granger the exclusive right to provide you with the services described in the Service Agreement and any other services mutually agreed to by the Parties (the "Services") during the Term. Granger shall have a right of first refusal to match any offer relating to services similar to those provided hereunder upon termination of this Agreement, and you shall give Granger prompt written notice of any such offer and a reasonable opportunity to respond to it.

4. GRANGER'S PLEDGE TO YOU. Granger will perform the Services using its equipment and personnel in a professional and workmanlike manner. If Granger fails to perform as required in this Agreement, you may terminate this Agreement unless Granger cures the failure within 10 business days after receipt of your written notice.

5. PAYMENT AND FEES. You agree to pay Granger's fees for Services, and to reimburse Granger for all other fees, taxes and surcharges which may be imposed from time to time on the management of Waste (defined below), within 25 days of the date of Granger's invoice. For Residential Curbside Service only, you also agree to pay all container management and other fees posted from time to time to Granger's website at <http://www.grangerwasteservices.com/welcome>. You shall pay a late payment fee on all past due amounts accruing from the date of invoice at a rate of 18% per annum or \$10.00, whichever is greater, or if less, the maximum amount allowed by law. If Granger does not receive your payment by the due date, Granger may suspend performance of all Services until payment has been made in full. Granger may increase its fees from time to time during the Term to reflect increases in the Consumer Price Index, and to account for any increase in transportation, fuel, or disposal costs; any change to the characteristics of your Waste; any change in law; or any cost increase due to circumstances beyond Granger's control. Granger will not increase its fees during the Term for other reasons without your consent, which may be indicated in writing, verbally, or through the Parties' actions. Granger may increase its fees for any reason at the start of a new Term.

6. ACCESS. You will ensure that your premises are accessible and, in a condition to allow Granger to enter and perform the Services. You represent, warrant and covenant that the surfaces on your premises will be sufficient to bear the weight of Granger's equipment and vehicles, and you accept all risk of damage and release Granger from all claims and damages that may arise from Granger entering your premises to perform Services (e.g., damage to driveway, pavement, curbs, lawns, etc.).

7. EQUIPMENT. All equipment furnished by Granger shall remain Granger's property; however, you shall have custody and control of the equipment and shall be responsible and liable for all loss or damage to the equipment and for its contents while at your premises. You shall use the equipment only for its intended purpose and shall comply with all of Granger's guidelines on equipment usage. At the termination of this Agreement, you shall either return the equipment to Granger in the condition in which it was provided, normal wear and tear excepted, or pay Granger's replacement costs.

8. WASTE ACCEPTANCE. You represent, warrant and covenant that all of

the materials that you provide to Granger or place in Granger's equipment ("Waste") (i) will not contain any hazardous, radioactive, infectious, or toxic waste or substance that is inappropriate for disposal at a municipal solid waste landfill, and (ii) will not contain any material that Granger designates as unacceptable in the Service Agreement or on Granger's website located at www.grangernet.com, in each case as may be amended from time to time in Granger's sole discretion. Waste which meets these requirements shall be "Acceptable Waste" unless Granger designates otherwise. Waste which does not meet these requirements (whether in Granger's possession or otherwise), including any other Waste that may be comingled within the same container, shall be considered "Unacceptable Waste." Granger reserves the right to deem certain special Waste streams (e.g., industrial process waste, demolition waste, contaminated soils, etc.) as Unacceptable Waste unless approved by Granger as Acceptable Waste on a case by case basis, based on the specific characteristics of the Waste determined by Granger in its sole discretion.

9. WASTE REJECTION. Granger shall have the right, but not the obligation, to (i) refuse or reject any Waste at any time and at Granger's sole discretion, and (ii) inspect all vehicles and containers of Waste. Title to any and all Unacceptable Waste shall remain with you at all times.

10. TERMINATION. Granger may terminate this Agreement upon notice to you if you: (i) fail to pay any amount when due under this Agreement; (ii) are in default of any obligation in this Agreement, in whole or in part; or (iii) become insolvent, file a petition for bankruptcy or commence or have commenced against you proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

You may terminate this Agreement if Granger is in default of any obligation in this Agreement and such default remains uncured for 10 business days after receipt of your written notice of the default. If you terminate this Agreement prior to the expiration of any Term for any reason other than Granger's default, or if Granger terminates this Agreement under this paragraph, you agree to pay the most recent monthly charges multiplied by the number of months remaining in the Term. You will remain responsible for all amounts due for Services performed prior to the date of termination.

11. INDEMNITY. You agree to indemnify, hold harmless, and defend Granger and its subsidiaries from and against any and all costs, damages, or liability Granger or its subsidiaries may incur as a result of bodily injury (including death), property damage, or violation or alleged violation of law, arising out of or in connection with (i) any Unacceptable Waste, (ii) your breach of this Agreement, or (iii) your negligent acts or omissions or willful misconduct. The indemnification obligations stated in this paragraph survive the termination of this Agreement.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT; DIMINUTION IN VALUE; OR FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL GRANGER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO GRANGER PURSUANT TO THIS AGREEMENT IN THE 3-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. LIMITATION ON WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, GRANGER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES.

13. MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Michigan. No waiver of a breach shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation. No modification, release, discharge or waiver of any provision or obligation hereof shall be effective unless in writing signed by all Parties. If any provision of this Agreement is held unenforceable, this Agreement shall remain in effect and be construed without regard to such provision. This Agreement constitutes the entire understanding between the Parties, replacing and amending any prior agreements, and shall be binding upon all Parties, their successors and assigns. Granger is an independent contractor, and is not an agent, nor an authorized representative of Customer. All notices shall be considered as having been given upon: (i) receipt if delivered personally or electronically, or (ii) being placed in the mail, postage prepaid addressed to the Party's address stated in the Service Agreement or to such other address as may be given to the other Party in writing.



ATTACHMENT A SERVICES & RATES

| Location | Date | Details | Rate | Disposal Per Ton |
|------------------------------------|----------------------------|---------------------------|-------------------|------------------|
| 1495 W Monroe Road St Louis, MI | May 13, 2023 8am - 12pm | (1) REL truck with driver | \$238.11 per hour | \$70.00 |

Hourly rate is charged from when the truck(s) leave the Granger Waste Services yard until the return to the yard.

Pricing includes surcharges. As required, the Customer will reimburse Granger for all government-imposed surcharges, fees and taxes levied on the disposal or management of Waste, including all surcharges, fees and taxes that Granger is obligated to pass-through to, and collect from, Customer. Such surcharge, fee or tax is rolled into the total rate quoted but will appear as a separate line item on an invoice.



ATTACHMENT B WASTE ACCEPTANCE GUIDELINES

PROHIBITED WASTES

The following prohibited wastes cannot be accepted under any condition or from any source:

- Hazardous or toxic waste as defined by local, state or federal laws or regulations
 - Hazardous wastes are materials that are ignitable, corrosive, reactive or toxic, as well as listed wastes, such as pesticides, herbicides, solvents and their containers
- Hazardous waste containers/labels
- Explosives, ammunition and firearms
- Low-level radioactive waste and radioactive labeled containers (including, but not limited to, TENORM)
- PCBs or materials containing PCBs (including, but not limited to, ballasts and transformers)
- Materials grossly contaminated with PFAS (e.g., PFAS-containing firefighting foam)
- Lead acid batteries
- Lithium-ion batteries
- Liquid wastes (or free liquids)
- Sewage and septic waste
- Oil-based paint
- Used oil
- Hot ashes (including, but not limited to, cigarette paraphernalia, hot coals and/or wood)
- Materials that adversely affect the liner or leachate system

The following conditionally prohibited wastes can be accepted if the specific conditions indicated are met:

- Appliances containing Freon (Freon must be removed by a qualified person and have certificate of removal)
- Asbestos (requires proper packaging, handling and manifest)
- Empty drums (must be clean and crushed)
- Medical waste (decontaminated or packaged as required)
- Whole motor vehicle tires (must be cut in half)
- Yard clippings or yard waste (diseased or invasive)

SPECIAL WASTES

The following special wastes can be accepted if the specific conditions indicated are met:

- Compressed gas cylinders (must be empty and valve must be removed)
- Contaminated soil (requires testing to confirm non-hazardous and landfill pre-approval)
- Animal carcasses (must be non-diseased and will not be accepted in large quantities)
- Electronic waste (accepted only from households and exempt generators)
- Fluorescent light ballasts (without PCBs only)
- Fluorescent tubes (accepted only from households and exempt generators)
- Latex or acrylic household paint (must be in non-liquid form)
- Incinerator ash (requires testing to confirm non-hazardous and landfill pre-approval)
- Oil filters (must be drained for 24 hours)
- Industrial/manufacturing byproducts including, but not limited to, sandblasting materials, grinding or cutting waste, sludges from pits or tanks, degreasing waste and printing waste (require testing to confirm non-hazardous and landfill pre-approval)