

FIFTH AMENDMENT TO CITY OF MARQUETTE  
SOLID WASTE SERVICES CONTRACT

THIS Fifth Amendment to City of Marquette Solid Waste Services Contract ("AMENDMENT") is made as of \_\_\_\_\_, 2025, by and between the City of Marquette ("CITY"), the Waste Management of Michigan, Inc., a Michigan corporation ("WASTE MANAGEMENT"), collectively referred to as "PARTIES".

RECITALS

WHEREAS, the PARTIES entered into an Agreement dated September 26, 2017, as previously amended ("AGREEMENT");

WHEREAS, the PARTIES desire to transition to a fully carted solid waste collection program;

WHEREAS, the PARTIES desire to extend the current contract; and

WHEREAS, the PARTIES now desire to amend the AGREEMENT in recognition of the transition to fully carted collection and contract extension.

NOW THEREFORE, in consideration of the premises and the agreements and covenants contained herein, the PARTIES agree as follows:

1. The term of this AGREEMENT will run through September 30, 2029. The CITY reserves the right to extend the term of this AGREEMENT for a period of up to one hundred eighty (180) days at the rate in effect at the time this AGREEMENT expires. The CITY shall initiate an extension by serving a written notice to WASTE MANAGEMENT at least 30 days prior to the expiration of this AGREEMENT.

2. The CITY will prohibit on-street parking in each respective collection zone during the corresponding collection period to accommodate fully carted and automated collection.

3. Hours of collection will be extended to be consistent with WASTE MANAGEMENT corporate policies. WASTE MANAGEMENT is not required to run overnight routes. WASTE MANAGEMENT may begin collection as early as 10:00 p.m. and must plan to complete collection by 2:00 PM. WASTE MANAGEMENT will minimize traffic disruption by completing collection on major streets and the business district no later than 7:00 am.

4. All curbside collection of solid waste and recycling will be done using WASTE MANAGEMENT provided carts for solid waste and CITY provided carts for recycling. Each PARTY will be responsible for maintaining an adequate inventory of its respective 64-gallon and 96-gallon carts, and distribution and maintenance of its respective carts including replacement as needed. Residents may continue to use previously purchased garbage stickers and bags until September 30, 2025; thereafter Waste Management is no longer obligated to collect tagged bags curbside. Once carts are distributed, the sale of garbage stickers will be discontinued at retail locations.

5. WASTE MANAGEMENT will accommodate overflow of solid waste at the Waste Management Transfer Station through the sale of individual garbage stickers instead of bags for a fee of \$3.00 per sticker.

6. Tipping fees, as required by I.f. of the original AGREEMENT dated September 26, 2017 from curbside collection at the Marquette County Solid Waste Management Authority (MCSWMA) will be removed from this AGREEMENT and paid directly by the City. This does not negate prior language

that all residential household waste and recyclables collected become the property of WASTE MANAGEMENT once placed in their vehicle.

7. The current monthly hauler fee schedule will remain in effect until the cart system is fully implemented. The new monthly hauler fee will take effect the first full billing cycle following cart implementation. The new hauler fee schedule will be as follows:

Implementation through September 30, 2025	\$10.80 per stop, per month
October 1, 2025, through September 30, 2026	\$11.29 per stop, per month
October 1, 2026, through September 30, 2027	\$11.79 per stop, per month
October 1, 2027, through September 30, 2028	\$12.32 per stop, per month
October 1, 2028, through September 30, 2029	\$12.88 per stop, per month

8. WASTE MANAGEMENT will provide additional solid waste collection carts to residents for \$4.00 per additional cart, per month.

9. WASTE MANAGEMENT is not obligated to buy back unused prepaid bags or stickers from residents at the end of the term of this Agreement.

10. WASTE MANAGEMENT is no longer obligated to have its local phone number on its vehicles.

11. The Parties agree that WASTE MANAGEMENT is no longer obligated to operate or service any organics drop-off sites.

12. Neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

13. The Parties agree that the Agreement is intended to be exclusive in that WASTE MANAGEMENT shall have the exclusive duty, right and privilege to provide the collection services described in the Agreement.

15. The First Amendment dated January 13, 2020, Second Amendment dated January 25, 2021, Third Amendment dated June 28, 2021 and Fourth Amendment dated March 28, 2022 are all hereby revoked. All other terms and conditions of the original AGREEMENT dated September 26, 2017 not inconsistent with this AMENDMENT remain unchanged and shall continue as specified in said original AGREEMENT.

The PARTIES have duly executed this Fifth Amendment as of the day and year first above written.

CITY OF MARQUETTE

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
Jessica Hanley, Mayor

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
Kyle Whitney, City Clerk

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
Karen M. Kovacs, City Manager

\_\_\_\_\_  
Suzanne C. Larsen, City Attorney

Date: January 7, 2025

WASTE MANAGEMENT OF MICHIGAN, INC.

  
\_\_\_\_\_  
By: James M Kuehl  
Its: Director of Pricing