

AMENDMENT NUMBER THREE TO
OPERATING AND MANAGEMENT CONTRACT
BETWEEN WECARE ORGANICS, LLC,
AND THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 W. Huron Avenue, Ann Arbor, Michigan 48107-8647 ("City") and WeCare Organics, LLC ("Contractor"), a New York limited liability company, having its offices at 9289 Bonta Bridge Road, Jordan, NY 13080 agree to amend the Operating and Management Contract for the City of Ann Arbor Compost Facility ("the Agreement") made and entered into by the parties on January 28, 2011, amended by amendment #1 on August 8, 2011, amendment #2 on February 11, 2014, and notice to extend on July 15, 2015, as follows on this 22nd day of March, 2016.

- 1) Article I, Section 1.01: Definitions, is amended to amend the definition of "Compostable Material," and to add definitions of "Post Consumer Food Waste," and "Compostable Manmade Material" and to read as follows:

"Compostable Material" means leaves, brush, tree limbs up to 6 inches in diameter and 4 feet in length, vegetative prunings, Christmas trees, Food Waste, Post Consumer Food Waste, Compostable Manmade Material, other garden or yard waste, and other organic material as may be specified in the City's Solid Waste Rules and Regulations. "Compostable Material" does not include sludge, manure, or chemically treated wood.

Either Party may terminate Post Consumer Food Waste and/or Compostable Manmade Material as Compostable Material accepted for processing at the Compost Site with a minimum of 30 days written notice to the other Party.

"Post Consumer Food Waste" means post consumer food and food by-products that (1) are from properties that are not properties (residential and non-residential) from which the collection is done by the City or the City's agent, representative, or contractor, and (2) are acceptable to process on the Compost Site based on compliance with all Michigan Department of Environmental Quality regulations, and as further defined in City regulations.

The Contractor and the City each reserves the right to limit or decline acceptance at any time of Post Consumer Food Waste based upon characterization, odor, impact on process and/or it is determined to negatively impact the composting program.

"Compostable Manmade Material" means material that (1) is from properties that are not properties (residential and non-residential) from which the collection is done by the City or the City's agent, representative, or contractor, and (2) the entire product will completely break down into organic matter, will breakdown within 180 days, and the microorganisms present in compost will consume the material at the same rate as they would natural materials (i.e., food scraps, soiled paper, leaves, etc.). To satisfy the requirements of (2), materials must meet one of the following criteria:

- a. The product packaging or the specific product includes the BPI logo;
- b. The product packaging or the specific product includes the phrase "meets ASTM standards for compostability";
- c. The product packaging or the specific product has been designated "Certified Compostable" by the Biodegradable Products Institute (BPI).

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