Contract No._____

CONTRACT

THIS CONTRACT ("Contract"), entered into this _____ day of September, 2003, by and between MILLER COMPRESSING COMPANY, a Wisconsin corporation, hereinafter called "Miller" and the CITY OF MILWAUKEE, a municipal corporation of the State of Wisconsin, hereinafter called "City."

WITNESSETH

WHEREAS, Miller is in the business of processing abandoned, wrecked, dismantled and inoperative motor vehicles for scrap and shipping the scrap to Wisconsin foundries and steel mills and other consumers; and

WHEREAS, Miller is uniquely knowledgeable and experienced in the removal of CFC refrigerants, fuel, fluids and batteries, and recycling tires and other environmental contaminants, associated with processing such vehicles; and

WHEREAS, Miller owns and operates a scrap metal processing operation located at 1640 West Bruce Street, in the City of Milwaukee, County of Milwaukee, State of Wisconsin (the "Bruce Street Site"); and

WHEREAS, the City owns certain real property located at 3811 West Lincoln Avenue, in the City of Milwaukee, County of Milwaukee, State of Wisconsin (the "Property"); and

WHEREAS, Miller intends to lease from the City that portion of the Property (the "Leased Premises") that is more particularly described in a Lease Agreement of even date herewith (the "Lease"); and

WHEREAS, Miller intends to invest approximately \$350,000 in improvements to the Leased Premises and in equipment to perform the work contemplated by this Contract; and

WHEREAS, Miller has the financial capability and resources, plant, equipment, personnel and storage to perform the work contemplated hereunder;

WHEREAS, the City and Miller desire to enter into an agreement pursuant to which Miller will purchase, recycle and dispose of those vehicles more particularly described herein; and

WHEREAS, the Common Council on October ____, 2003 approved this Contract pursuant to Common Council Resolution No. _____;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

DEFINITIONS

Words, phrases or other expressions used in this Contract shall have meanings as follows:

"Abandoned Vehicle" shall mean any motor vehicle removed from any highway or public or private property within the City by or on behalf of the City.

"Commissioner" shall mean the Commissioner of Public Works of the City of Milwaukee.

"Exempt Vehicle" shall mean any substantially complete vehicle in excess of 19 model years of age and any vehicle that is seized, confiscated or held as evidence, pursuant to court order or police procedure.

"Health Nuisance Tow" shall mean any Nuisance Vehicle that is towed by the City because it is deemed to be a health nuisance under Section 80-49, Milwaukee Code of Ordinances.

"Net Ton" shall mean 2000 pounds.

"Nuisance Vehicle" shall mean any damaged, partially dismantled, inoperable or junk motor vehicle on private premises condemned by the Commissioner and removed by order of the Commissioner pursuant to Section 80-49, Milwaukee Code of Ordinances.

"Scrap Vehicle" shall mean any Abandoned Vehicle, other than a Health Nuisance Tow or an Exempt Vehicle, which has not been reclaimed by its owner or lienholder.

"Starting Weight" shall mean, if applicable, the average per-vehicle weight, in Net Tons, of Scrap Vehicles delivered by the City to Miller under this Contract during September of the year preceding the day on which the "Preliminary Base Price" (as defined in Article XII below) was most recently adjusted pursuant to the second paragraph of Article XIII or, if no such adjustment has previously been made, 1.475 Net Tons.

"Work" shall mean the operation of the receiving and storage areas, buildings, equipment, supplies, disposal facilities furnished under this Contract, and carrying out of all other obligations imposed by this Contract.

"Waste" shall mean any components or residue generated in the handling and disposal of Scrap Vehicles delivered to Miller.

I. DESCRIPTION OF THE WORK

Miller shall furnish the labor, equipment, and material necessary for removal of CFC refrigerants, fuel, fluids, batteries and recycling of tires from each Scrap Vehicle delivered to Miller in accordance with all local, state and federal environmental laws and regulations. Miller shall accept, without qualification, every Scrap Vehicle delivered to Miller, regardless of condition. Miller shall be required to process and/or transport offsite and recycle all Scrap

Vehicles delivered to Miller. Miller shall recycle Scrap Vehicles delivered to Miller by shredding and generating a good quality, usable scrap. Provided that the weight of all parts and components are included when determining the weight of the Scrap Vehicle, Miller may also sell parts or components of a Scrap Vehicle delivered to Miller. Miller shall provide all necessary land, plant, equipment, personnel and facilities for disposal of Scrap Vehicles delivered to Miller and a system to process, store and market scrap and dispose of waste residues generated.

II. METHODS OF OPERATION

The specific method by which Miller shall carry out the Work is described in the attached "Methods of Operation Description." If at any time Miller's plant or equipment, or methods of executing the Work are inadequate to insure the required safety, quality or rate of progress of the Work, the City may order Miller to increase or improve facilities or methods, and Miller shall promptly comply with such orders, but neither compliance with such orders nor failure of the City to issue such orders shall relieve Miller from the obligation to secure the degree of safety, quality of work, and rate of progress required by this Contract. Miller alone shall be responsible for the safety, adequacy, and efficiency of plant, equipment, and methods.

III. QUANTITIES

The City makes no representations or guarantees as to the minimum or maximum rate of deliveries. However, the City shall supply Miller with

- (a) at least 80% of all Scrap Vehicles disposed of by the City in each calendar year, and
- (b) at least 75% of all Scrap Vehicles disposed of by the City in each calendar month, and
- (c) at least 80% of all Scrap Vehicles disposed of by the City during the period from January 1 through September 30 of each calendar year, and
- (d) at least 98% of all Health Nuisance Tows disposed of by the City in each calendar year,

including all of the components, parts and accessories that were on the Scrap Vehicles when they were originally towed by or for the City from the City streets and/or private property; provided, however, that the City shall be relieved of that obligation to the extent that any change in federal or state law or regulation precludes compliance. The Commissioner or the Commissioner's duly authorized representative may deal with the balance of the Scrap Vehicles remaining after satisfaction of the foregoing commitment as he or she chooses in his or her sole discretion.

IV. TIME LIMIT

As Scrap Vehicles are delivered to the Leased Premises, Miller shall complete the portion of the Work to be performed at the Leased Premises, and shall remove them from the Leased

Premises, within three (3) working days of delivery, except as otherwise permitted in this paragraph. If the City delivers less than an average of 45 Scrap Vehicles per day to the Leased Premises in any "Working Week" (*i.e.*, a period from Monday through the immediately succeeding Friday), then Miller may, by notice to the City, reduce the hours of its operations at the Leased Premises until the City has delivered at least an average of 45 Scrap Vehicles per day of a Working Week to the Leased Premises. (In calculating the foregoing average, Scrap Vehicles delivered to the Leased Premises on Saturday or Sunday shall be considered to have been delivered on the immediately following Monday.) During the period of any such reduction the City shall, at Miller's request and without charge to Miller, stockpile at the City's adjacent lot up to 90 vehicles that the City would otherwise have delivered to the Leased Premises. With respect to Scrap Vehicles delivered to the Leased Premises during and on the day preceding any such reduction, and vehicles stockpiled pursuant to the preceding sentence, Miller shall have seven (7) working days to complete the portion of the Work to be performed at the Leased Premises and remove such vehicles from the Leased Premises.

Miller shall complete processing of Scrap Vehicles delivered to Miller at the Bruce Street Site within ten (10) days after their removal from the Leased Premises, unless Miller's automobile shredder is shut down for maintenance or repair. In the case of Health Nuisance Tows delivered to the Bruce Street Site, Miller shall be required to process during the working shift in which delivery is received, unless Miller's automobile shredder is shut down for maintenance or repair; all such deliveries requiring immediate processing shall be made not less than three (3) hours before the end of the working shift.

V. RECEIVING AND STORAGE AREAS

The Leased Premises and the abandoned vehicle receiving area at the Bruce Site shall conform with all City of Milwaukee zoning requirements. Miller shall provide telephoned, lighted, and heated field office space of not less than 75 square feet. Sanitary facilities in near proximity shall be available for use by the employees of the Police Department and agents of the City. Driveways and delivery areas shall be maintained free of any and all debris injurious to tires of delivery trucks. Miller shall keep driveways and scale facilities at the Bruce Street Site clear of snow and ice during business hours.

The City agrees to transport Scrap Vehicles delivered to Miller to a mutually agreed location within the Leased Premises, subject to Miller's commitment in the next sentence. Miller agrees to relocate vehicles as necessary within the Leased Premises and to transport from the adjacent City lot no more than five vehicles in any week that are not appropriate to tow with a conventional stinger-type wrecker (*i.e.*, missing wheels, etc.).

VI. ENVIRONMENTAL CONTROL

During the term of this Contract, Miller shall perform all Work in a secure and nuisancefree manner, and in compliance with all federal, state and local laws, regulations and ordinances. Prior to commencement of any Work, Miller shall obtain a stormwater permit and operate in accordance with the conditions of that permit.

VII. RECEIVING HOURS

At the shredding operation located at the Bruce Street Site, receiving hours shall be:

24 hours per day, seven days per week

VIII. HOURS OF OPERATION

At the Leased Premises, Miller may operate and transport vehicles during the following business hours:

Monday through Friday	6:30 AM to 2:00 AM the next day
Saturday, Sunday and holidays	6:30 AM to midnight

Notwithstanding the foregoing, in the event that the City declares a snow emergency, Miller agrees to modify its hours of operation at the Leased Premises to accommodate the City's salvage needs not later than two days after the date on which the City gives Miller notice of such emergency.

IX. VEHICLE STATUS

Each Scrap Vehicle delivered by the City to Miller shall have been checked and cleared and shall be free of any Police Department encumbrance at the time of delivery. Further, as to each such Scrap Vehicle, the City shall have taken those steps required by Wis. Stats. §342.34 of persons possessing or owning a junk vehicle or a vehicle which has been junked or destroyed. The City shall hold Miller harmless from any and all claims of any person in connection with the disposition of Scrap Vehicles.

Ownership to all Scrap Vehicles delivered by the City to Miller shall vest in Miller at the time such Scrap Vehicles are detached from the delivery vehicle at Miller's receiving and storage areas or, if applicable, picked up by Miller at the City lot adjacent to the Leased Premises. In the event that Miller chooses to sell any components, parts or accessories that were on any Scrap Vehicle, Miller shall accept responsibility for and shall ensure that all notifications required by the Wisconsin Department of Transportation, if applicable to the salvage and/or sale of such components, parts or accessories, are made prior to such sale.

X. INSURANCE

Miller shall secure and maintain, throughout the duration of this Contract, insurance of such types and in such amounts as may be necessary to protect itself and the interests of the City against all hazards or risks of loss as hereinafter specified. The form of such insurance, together with the underwriter thereof in each case, shall be required to be acceptable to the City; but regardless of any City review, it shall be the responsibility of Miller to maintain adequate insurance coverage at all times. Failure of Miller to maintain adequate coverage shall not relieve Miller of any contractual responsibility or obligation.

Certificates of insurance which verify that the required types and amounts of insurance coverage are in effect shall be attached to this Contract. All certificates shall state that thirty (30) days' written notice will be given to the City before any policy is changed or canceled.

The City is to be an additional insured on the General Liability, Automobile Liability and Umbrella Liability policies of Miller.

Miller shall specifically provide:

A. Worker's Compensation and Employer's Liability

This insurance shall protect Miller against all claims under applicable state Worker's Compensation laws. Miller shall also be protected against claims for injury, disease, or death of employees which for any reason may not fall within the provisions of a Worker's Compensation law. This policy shall include Other States coverage. Coverage amounts shall not be less than the following:

Worker's Compensation	Statutory
Employers' Liability:	
Bodily Injury By Accident – Each Accident	\$500,000
Bodily Injury By Disease – Each Employee	\$500,000
Policy Limit	\$500,000

B. General Liability

This insurance shall be provided by Commercial General Liability form which affords occurrence coverage. Protected hazards are to include premises/operations, independent contractors (owners, contractors protective), products/completed operations and contractual liability for the risks assumed in this Contract. Coverage amounts shall not be less than the following:

Bodily Injury/Property Damage: Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal Injury: Aggregate	\$1,000,000

C. Automobile Liability

The coverage is to apply to the operation of any owned, non-owned or hired motor vehicle. Coverage amounts shall not be less than the following: Bodily Injury/Property Damage Each Accident

\$1,000,000

D. Excess Liability

The coverage applies to claims covered by Worker's Compensation, General Liability and Automobile Liability policies that exceed coverage provided by those primary insurance policies. The coverage provided is at least \$10,000,000 for each occurrence and \$10,000,000 for general aggregate.

XI. CONTRACT TERM AND TERMINATION FOR CAUSE

The term of this Contract shall be for seven (7) years, commencing 8 weeks after the City of Milwaukee Common Council has approved this Contract, and will be extended for an additional three (3) years unless otherwise agreed by the parties; provided, however, that this Contract shall automatically terminate upon expiration or termination of the Lease.

Notwithstanding the foregoing, if Miller breaches any of its obligations under this Contract, and fails to cure such breach within thirty (30) days after written notice from the City specifying such breach, the City may, at its election, terminate this Contract for cause upon notice to Miller; provided, however, that the foregoing thirty-day limit shall not apply to any breach which Miller cannot reasonably be expected to cure within that period, so long as Miller promptly commences and diligently maintains its efforts to effect such cure. In the event of a termination for cause, such termination shall be effective on the date specified by the City in its notice to Miller.

XII. BASIS OF PAYMENT

Miller shall render payment to the City monthly, within 15 days after receiving an invoice from the City, for each Scrap Vehicle delivered to Miller during the preceding month. The preliminary base price for each Scrap Vehicle delivered to Miller under this Contract shall be \$77.77 (the "Preliminary Base Price"). That Preliminary Base Price shall be adjusted pursuant to Article XIII below to yield what is referred to as the "Base Price." For each Scrap Vehicle delivered to Miller shall pay the City the Base Price, plus \$4.00, less \$37.00 for Miller's fluid/freon evacuation and transportation to the Bruce Street Site (which \$37.00 is fixed for the life of the Contract); and for each Health Nuisance Tow that is delivered by the City directly to the Bruce Street Site, Miller shall pay the City the Base Price, plus \$4.00, less \$23.50 for fluid/freon evacuation charges (which \$23.50 is fixed for the life of this Contract).

Payment procedure shall be approved by the City Comptroller, and satisfactory records shall be maintained for referral notice to the Wisconsin Department of Transportation, Division of Motor Vehicles by the City.

XIII. ADJUSTMENT OF UNIT CONTRACT PRICES

For purposes of this Article XIII, (a) "Starting Index" shall be the average of the high prices listed for shredded scrap in the weekly issues of Iron Age Magazine for the Chicago District during the 25 weeks preceding the date of this Contract, and (b) "Current Quarter Index" shall be the average of the high prices listed for shredded scrap in the weekly issues of Iron Age Magazine for the Chicago District during the 25 weeks preceding the date of this Contract, and (b) "Current Quarter Index" shall be the average of the high prices listed for shredded scrap in the weekly issues of Iron Age Magazine for the Chicago District during the 25 weeks preceding the first day of the calendar quarter for which the adjustment is to be made.

During September of each year, all Scrap Vehicles delivered by the City to Miller under this Contract shall be weighed. If the average per-vehicle weight of such Scrap Vehicles is at least one percent (1%) greater or less than the Starting Weight, then the Preliminary Base Price shall, before adjustment pursuant to the next paragraph, be increased or decreased, respectively, effective on the first day of the next calendar year. The dollar amount of any such increase or decrease shall be calculated by multiplying the amount of such increase or decrease, in Net Tons, by the Starting Index.

The Preliminary Base Price shall also be escalated or deescalated quarterly, on the first day of each calendar quarter during the term of the Contract, based on the following formula:

Base Price = (Preliminary Base Price) × (Current Quarter Index ÷ Starting Index).

XIV. PATENTS

Royalties and fees for patents covering processes, materials, articles, apparatus, devices or equipment used in the Work shall be included in the Contract amount. Miller shall satisfy all demands that may be made at any time for such royalties or fees, and Miller shall be liable for any damages or claims for patent infringements. Miller shall, at Miller's own cost and expense, defend all suits or proceedings that may be instituted against the City for infringements or alleged infringement of any patents involved in the work, and in case of an award of damages, Miller shall pay such award.

XV. TAXES, LICENSES, AND PERMITS

Miller shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or Miller in connection with Miller's facilities and the Work, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections for the Work.

XVI. LAWS, REGULATIONS AND AUTHORITY

Miller shall observe and comply with all ordinances, laws and regulations, and shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on any violation of same.

Miller shall comply with all regulations of agencies having jurisdiction with respect to licensing, sanitation or pollution and with the regulations of the Sate of Wisconsin or any other

state having jurisdiction over a portion of the Work, including the regulations of the Wisconsin Department of Transportation for Motor Vehicle Salvage Dealers Licenses, and the Wisconsin Department of Natural Resources regulations entitled "Solid Waste Disposal Standards", "Proposed Ambient Air Quality Standards", and "Water Quality Standards".

Amendments to existing regulatory laws and ordinances and enactment of new laws and ordinances shall not serve as justification for Miller to terminate obligations hereunder.

Each party represents and warrants to the other that it has full corporate and legal power and authority to enter into, and to perform its obligations hereunder in accordance with the terms of, this Contract.

XVII. INDEMNITY

Miller shall defend, indemnify and save harmless the City, its agents, employees and representatives from any and every claim and risk, and all losses, costs, damages, demands, suits, judgments and attorney fees, and any other expenses of any kind, on account of injury to or death or any and all persons (including but not limited to Miller, Miller's agents and employees, subcontractors and their successors and assigns, as well as the City or the City's agents, employees, representatives and third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of Miller or subcontractors, or their property, employees or agents, upon or in proximity to the property of the City, or any other property upon which Miller is performing any work called for in connection with this Contract, except only for those losses resulting sole ly from the negligence of the City.

Miller shall indemnify and save harmless the City from all claims for labor and supplies furnished under this Contract. When requested by the Commissioner, Miller shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished supplies under this Contract, for which the City may become liable under the laws of the State of Wisconsin, have been fully paid.

XVIII. PROTECTION OF PROPERTY AND PUBLIC LIABILITY

In connection with the Work, Miller shall be accountable for any damages to persons or property resulting from its operations, and for the protection of all persons, including members of the public, employees of the City, employees of other contractors or subcontractors and all public and private property, including structures and utilities above and below ground.

XIX. DISCRIMINATORY PRACTICE PROHIBITED

In accordance with Section 109-15, Milwaukee Code of Ordinances, no person properly qualified shall be willfully discriminated against by Miller by reason of age, race, color, creed, sex, sexual orientation, national origin, or ancestry in the hiring, publication of employment opportunity, receiving or application for employment or training or tenure, or terms of conditions

of employment. This provision shall be included in full in all subcontracts issued in connection with the Work. Miller will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

XX. COVENANT AGAINST CITY EMPLOYEE BENEFITS

Miller shall warrant that no person, officer, or official directly in the employ of the City of Milwaukee shall be permitted any share or part of this Contract for any fee, commission, percentage, privilege, benefit, or other thing of value arising from issue of said Contract. In the event of any breach or violation of this warranty, the Commissioner shall have the right to terminate the Contract without liability or obligation of any kind.

This limitation of benefits, however, shall not be construed to extend to the general welfare and safety of the employees and citizens of the City of Milwaukee.

XXI. MILLER'S OFFICE

During the performance of this Contract Miller shall maintain a headquarters office within the corporate limits of the City for the purpose of carrying out the work of this Contract. Miller's office in the City shall be the headquarters of a representative authorized to receive instructions and communications. Any communications given to or delivered to said representative, in Miller's absence, at said office shall be deemed delivered to Miller.

For Wisconsin tax purposes, it shall be presumed and agreed that all work created or generated under this Contract shall be deemed to have been originated and primarily transacted in the City.

XXII. ASSIGNMENT AND SUBCONTRACTING

Miller shall not assign or subcontract the work, other than the transportation of the abandoned vehicles, or any part thereof, without previous written consent of the City, nor shall Miller assign, by power of attorney or otherwise, any of the rights and/or obligations under this Contract unless written consent of the City has been obtained, except for assignments as security to Miller's financial institutions.

XXIII. INDEPENDENT CONTRACTOR

The relation of Miller to the City shall be that of an independent contractor

In connection with the performance of Work under this Contract, Miller agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, color, age, disability as defined in Sec. 51.01 (d), Stats. The said provision shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay off or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. Miller agrees to post in

conspicuous places available for employees and applicants for employment notices setting forth the provisions of the non-discrimination clause.

It shall be the duty of the FAIR HOUSING & EMPLOYMENT COMMISSION to initiate or receive and investigate complaints charging violations; to make a prompt and full investigation of each such complaint; to attempt to eliminate any unlawful practice through conciliation and persuasion, and, should conciliation and persuasion fail, to request the City Attorney to commence proceedings in the appropriate Court in the name of the City.

This Contract constitutes the entire agreement between the parties relating to the subject matter contained herein. No additional terms or conditions contained in either party's quotation, purchase order, acknowledgement or invoice forms, or in other correspondence, shall be of any force or effect. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this Contract; and there are no conditions to this Contract which are not set forth herein.

XXIV. NOTICES

Any notice, request, demand, waiver, consent, approval or to the communication which is required or permitted hereunder shall be in writing and shall be deemed given only if (i) delivered personally, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by confirmed facsimile:

If to the City, to:

Commissioner of Public Works Room 56, Municipal Building 841 N. Broadway Milwaukee, WI 53202 Facsimile no.: 414/286-5474

If to Miller, to:

Miller Compressing Company 1640 W. Bruce Street Milwaukee, WI 53201 Attn: President Facsimile no.: 414/671-4081

XV. PERFORMANCE BOND

As surety to the City for Miller's performance under this Contract, Miller shall furnish a Performance Bond to the City in the amount of Fifty Thousand Dollars (\$50,000). The Performance Bond shall be executed by a Surety Company authorized to do business in the State of Wisconsin and acceptable as surety to the City. Accompanying the Performance Bond shall

be a Power of Attorney authorizing the Attorney-in-Fact to bind the Surety Company and certified to include the date of the Performance Bond.

XVI. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without reference to the rules of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in quadruplicate under their several seals, the day and year first above written, the name and corporate seals of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.

MILLER COMPRESSING COMPANY 1640 West Bruce Street Milwaukee, WI 53204

WITNESSES

By____

Signature Title

By_____ Printed

CORPORATE SEAL

CITY OF MILWAUKEE

Countersigned

CITY OF MILWAUKEE

Comptroller

By_____ Commissioner of Public Works

DMB/dmb:1047-2003-2136/72564v3

METHODS OF OPERATION DESCRIPTION

THE FLUIDS, BATTERY AND TIRES ARE REMOVED FROM THE VEHICLES PRIOR TO LOADING ON TRAILERS FOR TRANSPORTATION TO MILLER'S SHREDDER. THE STORMWATER CONTAMINATED BY THE FLUIDS ON OUR ENVIRONMENTALLY CONTROLLED PAD, ARE COLLECTED IN AN ABOVE-GROUND RESERVOIR AND PROCESSED AT OUR OWN WASTE WATER TREATMENT PLANT UNDER A PERMIT WITH THE MILWAUKEE METROPOLITAN SEWAGE DISTRICT (MMSD) AND APPROVED BY THE WDNR. THE "CLEAN" WATER IS DISCHARGED TO MMSD AND THE OTHER FLUIDS ARE DISPOSED OF OR SOLD AND/OR RECYCLED BY REFINING COMPANIES. TIRES ARE RECYCLED BY A TIRE RECYCLER.

MILLER SHALL SHRED THE ABANDONED MOTOR VEHICLES IN ITS SHREDDER.

THE AUTO SHREDDER RESIDUE (ASR) WASTE GENERATED FROM THE MOTOR VEHICLES IS DISPOSED OF IN SUBTITLE D LANDFILLS (CURRENTLY THOSE AT EMERALD PARK AND GLACIER RIDGE), DOUBLE-LINED WITH LEACHATE COLLECTION SYSTEM. THE PROJECTED VOLUME OF WASTE IS APPROXIMATELY 25% OF THE VOLUME OF AUTOMOBILES PROCESSED. THIS WASTE IS TESTED IN ACCORDANCE WITH A DISPOSAL PLAN WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR).

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