

ADDENDUM No. 1

RFP No. 22-44

Commercial Solid Waste Franchise Collection

Due: July 14, 2022, at 2:00 P.M. (local time)

The information contained herein shall take precedence over the original documents and all previous addenda (if any) and is appended thereto. **This Addendum includes six (6) pages. This Addendum also includes the following Attachments:**

- Updated Table of Current Franchised Hauler Commercial Customers (18 pages);
- Current Location of All City of Ann Arbor Pedestrian Containers (4 pages);
- Powerpoint Presentation from RFP # 22-44 Commercial Solid Waste Franchise Collection Pre-Proposal Meeting on June 1, 2022 (15 pages);
- Attendance Record from RFP # 22-44 Commercial Solid Waste Franchise Collection Pre-Proposal Meeting on June 1, 2022 (1 page);
- Operating and Management Contract Between the City of Ann Arbor and WeCare Denali LLC for the City of Ann Arbor Compost Facility” (87 pages);
- “Service Agreement Between Waste Management of Michigan, Inc. and City of Ann Arbor” (66 pages);
- “Amendment Number One to the Service Agreement Between Waste Management of Michigan, Inc. and the City of Ann Arbor” (4 pages);
- “Amendment Number Two to the Agreement for Commercial Refuse Collection Services Between Waste Management of Michigan, Inc. and The City of Ann Arbor” (2 pages);
- “Amendment Number Three to the Agreement for Commercial Refuse Collection Services Between Waste Management of Michigan, Inc. and The City of Ann Arbor” (2 pages); and
- Waste Management Invoices from January 2022 to May 2022 (5 pages).

The Proposer is to acknowledge receipt of this Addendum No. 1, including all attachments in its Proposal by so indicating in the proposal that the addendum has been received. Proposals submitted without acknowledgement of receipt of this addendum may be considered non-conforming.

The following forms provided within the RFP Document should be included in submitted proposal:

- Attachment C – City of Ann Arbor Non-Discrimination Declaration of Compliance
- Attachment D - City of Ann Arbor Living Wage Declaration of Compliance
- Attachment E - Vendor Conflict of Interest Disclosure Form of the RFP Document

Proposals that fail to provide these completed forms listed above upon proposal opening may be rejected as non-responsive and may not be considered for award.

I. CORRECTIONS/ADDITIONS/DELETIONS

Changes to the RFP documents which are outlined below are referenced to a page or Section in which they appear conspicuously. Offerors are to take note in its review of the documents and include these changes as they may affect work or details in other areas not specifically referenced here.

Section/Page(s)	Change
Page 41	As provided in RFP No. 22-44 Document: Table 2 – Detailed Current Franchised Hauler Commercial Customers

As updated herein:
See the attached Updated Table 2 in this Addendum.

Comment: The intent with this change is to simply replace Table 2 with a current version.

All mentions	As provided in RFP No. 22-44 Document: Proposal Due Date: June 30, 2022 at 2:00 p.m.
--------------	---

As updated herein:
Proposal Due Date: July 14, 2022 at 2:00p.m.

Comment: The Due Date and Time for responses to this RFP has been extended to July 14, 2022 at 2:00 p.m. (local time). Note that all other dates are unchanged, but the City will work with Offerors to schedule interviews (if desired by the City) that work for all parties involved.

II. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: How many businesses use the compost collection services? What size and quantity of carts do they have, and how frequent is their pickup?

Answer 1: **The current agreement does not include compost collection as a service, so there is no data to share.**

Question 2: What is the current cost to businesses for compost collection?

Answer 2: **The current agreement does not include compost collection as a service, so there is no data to share.**

Question 3: What is the cost of disposal/tipping of organics at the city owned compost facility?

Answer 3: **The current tip fee (valid until 1/29/2023) is \$24.00/ton for City Yard Waste and Leaves. The current tip fee (valid until 1/29/2023) is \$28.00/ton for City Commercial Food Waste. Contact WeCare Denali LLC for 3rd-party tip fees. WeCare Denali LLC sets rates and collects fees for any 3rd-party tonnage delivered to the Compost facility. Please see the attached “Operating and Management Contract Between the City of Ann Arbor and WeCare Denali LLC for the City of Ann Arbor Compost Facility.”**

Question 4: Optional Subscription-Based Compost, primarily food scraps. Is this service only for downtown, or does it include outside of downtown and City of A2 residential households?

Answer 4: **Compost collection service would be available for any customer under the franchise agreement, which includes commercial and some multi-family properties. Residential households are not included.**

Question 5: Will the city allow additional organic composting disposal at the A2 Compost site if the service is implemented?

Answer 5: **Yes, compost collected may be delivered to the City's compost facility.**

Question 6: Can container washing take place in the alley's where containers are serviced?

Answer 6: **Container washing (whether on-site or off-site) must be done by following stormwater best management practices.**

Question 7: Will the city provide disposal pricing for the A2 compost site?

Answer 7: **The current tip fee (valid until 1/29/2023) is \$24.00/ton for City Yard Waste and Leaves. The current tip fee (valid until 1/29/2023) is \$28.00/ton for City Commercial Food Waste. Contact WeCare Denali LLC for 3rd-party tip fees. WeCare Denali LLC sets rates and collects fees for any 3rd-party tonnage delivered to the Compost facility. Please see the attached "Operating and Management Contract Between the City of Ann Arbor and WeCare Denali LLC for the City of Ann Arbor Compost Facility."**

Question 8: Twice per year residential bulky collection: Is this service for all City of A2 residential households, downtown, and outside of downtown? Or is this twice per year bulk collection only for those who sign-up?

Answer 8: **Twice a year residential bulky collection, if implemented, would be available to all residential households within City limits.**

Question 9: Page 10: Roll off description of work 2 RO compactors for SW and 1 RO compactor for Recycle. Where are these located? What is the frequency? Who provides the equipment?

Answer 9: **The roll-off compactors are for recyclables and they are located at 3645 Washtenaw Avenue (40 cubic yard flat compactor; *Bed, Bath, and Beyond* at Arborland Mall), 3135 Washtenaw Avenue (40 cubic yard flat compactor; *Whole Foods Market*), and 1629 South State Street (20 cubic yard flat compactor; *The Produce Station*). The equipment is provided by hauler.**

Question 10: Page 10: The City reserves the right to add or drop service at their sole discretion. At any time or at the beginning of the contract?

Answer 10: **Individual customers may be added or deleted at any time during the term of the contract.**

Question 11: Page 10: Carts provided by the City. Does the City want the vendor to provide all carts or just new/replacement carts? Update: based on the Pre-Bid, please confirm that the City would like all new carts or there is an option to utilize the existing carts with a rebranded sticker. With the rebranding, will ownership of those carts transfer to the vendor/franchisee?

Answer 11: **The City would prefer that the vendor provide all carts (in order to avoid confusion and reinforce the vendor's role as the primary service provider). However, as part of the transition process, the City will consider allowing the vendor to re-brand the City carts in use (via a sticker provided by the vendor), until vendor carts can be put into service. Ownership of City carts would remain with the City. It is expected the vendor will replace City-owned carts with their own carts. The City will not repair or maintain City-owned carts to allow them to remain in service.**

Question 12: Page 11: As-is bulky Service. Can you please provide more details and expectations of this program such as frequency, volumes, and types of containers utilized? Is this always handled with roll off containers or does the vendor/city make single collections using a route truck?

Answer 12: **Bulky waste collection could be the use of a roll-off box requested by the**

customer; or could be collection of large items as needed. The service would be on an as-needed basis by customer request. The service is not part of the current franchise agreement, however, is included in this RFP due to customer demand.

Question 13: Page 12: Separate Downtown Contract Based on the Pre-Bid. Please confirm that if a separate downtown district is implemented, the City would not terminate services in that district but merely transfer them to the newly created district. There may be separate costs in this and the City is requesting for those costs to be stated in our proposal.

Answer 13: **Correct. It is the intention of the City to maintain a single contract for all commercial trash services. The Downtown Solid Waste District, if implemented, would be a revision to the service level and billing under that agreement.**

Question 14: Page 16: Multi-Family collections The property owns the container with the City providing the 1st lift and additional are up to the vendor to service. Can the City provide a list of locations where this applies as the current detail lists do not appear to contain these locations?

Answer 14: **Yes, an updated table of service locations (Table 2) is included in this Addendum. There is a total of 53 dumpsters with this service.**

Question 15: Page 18: Compost. Can the City provide weights, customer locations, service frequency information? How is it being collected now? Who provides the equipment?

Answer 15: **The current agreement does not include compost collection as a service, so there is no data to share.**

Question 16: Page 18: Large item collection. Do you have any historical information such as container sizes, frequencies, rates, locations, etc.

Answer 16: **The current agreement does not include compost collection as a service, so there is no data to share.**

Question 17: Page 18: Sidewalk containers and compactors. Can you provide a list of locations, service frequencies, and who owns/maintains the equipment?

Answer 17: **Yes, the current locations of pedestrian containers are included in this Addendum. All containers are owned by the City and will be maintained by the City. As noted on page 37 of the RPF, all of the City's pedestrian containers have the same service schedule: either 5 days per week or 7 days per week (depending on the season). The City expects the vendor to notify the City if there are any issues with the pedestrian containers.**

Question 18: Page 19: FOG program. Based on the Pre-Bid, this is a newly requested service. Does the City have an estimate on who would participate in the program? Volumes and location information would be appreciated as well.

Answer 18: **The City does not have an estimated participation rate, volume or location information for this service. Some businesses do have their own FOG collection now, particularly in the downtown.**

Question 19: Page 20: AVL system. Based on the Pre-Bid, the purpose of the AVL system and the camera system is for a historical look back in the event there is a discrepancy between the franchisee and the customer. There will not be a need for real time monitoring on the City's behalf. Please confirm this is an accurate assessment.

Answer 19: **This is correct.**

Question 20: Page 24: Container Management. The specifications refer to the option to install monitoring systems on franchisee owned containers for the purpose of improving recycling collection, improving service, and resolving disputes. Can the City expand on more specifics on this topic? Are there specific systems that the City is looking at? What types of results is the City looking for? What kind of interface is the City expecting? Does the City current utilize or does the current vendor utilize any of this type of technology? What types of data does/will this system produce?

Answer 20: **The City has evaluated some technologies that provide this service. The technology monitors the fill level of a container, and can also identify contaminants in recycling or recycling in trash. This type of system would be beneficial to enforcing the City's mandatory recycling programs. The City does not currently utilize such a system, however, may wish to do so in the future.**

Question 21: Page 41: There is a summary detail of customers in the downtown area, but there are customers outside of the downtown as well. Can the City provide those customer details as well?

Answer 21: **Yes, an updated table of service locations (Table 2) is included in this Addendum.**

Question 22: Page 48: There is a summary detail of cart customers in the downtown area. These are serviced from the City currently or is the City looking for pricing on this as well?

Answer 22: **The cart customers in the downtown service area are currently serviced by the City. However, it is the intent of the City to have one service provider for trash collection in the downtown service area, including these cart locations. Yes, pricing should be included for those services as well in proposals.**

Question 23: Downtown street cans: Please confirm ownership of the containers.

Answer 23: **The City owns the containers and does not intend to transfer ownership.**

Question 24: Proposal Due Date: Since the contract start date is a year away, will the City be willing to extend the proposal due date by at least 2 weeks? This will allow a proposer to properly verify the information and develop our pricing plans once the full details on all service locations outside of the downtown area are provided.

Answer 24: **Yes, the proposal due date has been extended until July 14, 2022 at 2pm.**

Question 25: Current Invoices and Pricing: Will the City provide a copy of the current contract along with all pricing scenarios. Also, can the City provide copies of the invoices regarding this program from January 1, 2022 until present?

Answer 25: **The current Contract (with amendments) and copies of past invoices are included in this Addendum. Please visit the following website as well, which details current fees that are charged for business trash services (note that a quarterly rate is provided on this website, and the listed fees also include the City's administrative fees):**

<https://www.a2gov.org/departments/trash-recycling/Pages/Business-Trash-Services.aspx>

Question 26: Would the City of Ann Arbor consider extending the bid opening for at least one week?

Answer 26: **Yes, the proposal due date has been extended until July 14, 2022 at 2pm.**

Question 27: Page 24, section iv under 5. Delays in Collection Services under Missed Collection. What are the damage amounts with your current contractor? How are these fees determined after being selected and why after the selection process?

Answer 27: **The current Contract (and amendments) are included in this Addendum. Fees will be negotiated with the selected vendor.**

Question 28: Page 41 Attachment A (Project Specific Attachments) under Table 1: Current Franchised Hauler Commercial Customer Summary. Can you verify the tonnage, for the Table 1 for the total weekly tips 1,935?

Answer 28: Yes, per page 10 of the RFP, “The total tons generated from all franchised hauler customers is approximately 1,700 – 2,000 tons of refuse per month (20,000 – 24,000 tons/year).”

Question 29: Can you please provide the current pricing.

Answer 29: The current Contract (with amendments) and copies of past invoices are included in this Addendum. Please visit the following website as well, which details current fees that are charged for business trash services (note that a quarterly rate is provided on this website, and the listed fees also include the City’s administrative fees):

<https://www.a2gov.org/departments/trash-recycling/Pages/Business-Trash-Services.aspx>

Question 30: Can you please send me the recording of the pre-bid meeting?

Answer 30: The pre-proposal meeting was not recorded. The PowerPoint presentation shared at the pre-bid meeting is included in the Addendum to this RFP.

Question 31: Can you send the current contract and pricing for the services listed in the RFP document?

Answer 31: The current Contract (with amendments) and copies of past invoices are included in this Addendum. Please visit the following website as well, which details current fees that are charged for business trash services (note that a quarterly rate is provided on this website, and the listed fees also include the City’s administrative fees):

<https://www.a2gov.org/departments/trash-recycling/Pages/Business-Trash-Services.aspx>

NOTE: Offerors are responsible for any conclusions that they may draw from the information contained in the Addendum.

Updated Table of Current Franchised Hauler Commercial Customers

Table 2: Detailed Current Franchised Hauler Commercial Customers

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
LOU'S WOLVERINE TRANSMISSION	1904 PACKARD ST	4 YD FEL	1	1
BELL TOWER COMPACTOR	300 S THAYER ST	8 YD FEL COMPACTOR	1	5
PRIME STUDENT HOUSING INC	344 DIVISION S	3 YD FEL	1	2
FARAH PROFESSIONAL BUILDING	3100 LIBERTY RD W	8 YD FEL	1	2
MILLER MAPLE PROPERTIES	1502 MAPLE RD N	6 YD FEL	1	2
MALLETT'S CREEK LIBRARY	3090 EISENHOWER PKWY E	6 YD FEL	1	1
SYNDECO PLAZA LLC.	414 S MAIN ST	4 YD FEL	3	3
VILLAGE KITCHEN	241 MAPLE N	4 YD FEL	1	1
NORTHERN COMPACTOR	300 S MAIN ST	4 YD FEL	1	1
NORTHERN COMPACTOR	300 S MAIN ST	6 YD FEL COMPACTOR	1	6
NORTHERN COMPACTOR	300 S MAIN ST	6 YD FEL	2	1
SOUTHERN COMPACTOR	327 S MAIN ST	6 YD FEL COMPACTOR	1	6
HURON TOWERS ASSOCIATES	2200 FULLER CT	2 YD FEL	1	3
HURON TOWERS ASSOCIATES	2200 FULLER CT	3 YD FEL	2	3
HURON TOWERS ASSOCIATES	2200 FULLER CT	4 YD FEL	2	3
ANN ARBOR DISTRICT LIBRARY	343 FIFTH AVE S	6 YD FEL	1	5
ARBOR WEST PROPERTIES II	760 EISENHOWER PKWY W	8 YD FEL	1	1
PLATT AND PARKWAY LLC	2301 PLATT RD	6 YD FEL	1	1
ANN ARBOR REALESTATE GROUP	110 MILLER RD	8 YD FEL	1	1
303 S MAIN ST LLC	303 MAIN ST S	3 YD FEL	1	3
SOUTH MAIN ST LLC	542 MAIN ST	6 YD FEL	1	1
NORTH UNIVERSITY PARK LLC	35 RESEARCH	6 YD FEL	3	1
PLYMOUTH PRAIRIE	2929 PLYMOUTH	6 YD FEL	1	1
MANCHESTER FLATS	1846 STADIUM PL	8 YD FEL	3	2
GALLERIA	611 CHURCH	8 YD FEL	1	6
ANN ARBOR HOUSING COMMISSION	727 MILLER	2 YD FEL COMPACTOR	1	1
ANN ARBOR HOUSING COMMISSION	727 MILLER	4 YD FEL	1	1
HOBBS AND BLACK	100 STATE N	8 YD FEL	1	1
OAK HOLLOW LLC	411 HURON VIEW BLVD	6 YD FEL	1	1
APPLIED DYNAMICS INTERNATIONAL	3800 STONE SCHOOL	4 YD FEL	1	1
BEYSTER LAND COMPANY	3909 RESEARCH PARK	6 YD FEL	1	1
HURON VICTORIAN ENTERPRISES	2345 HURON PARKWAY S	6 YD FEL	1	1
FIRST MARTIN CORPORATION	520 LIBERTY E	8 YD FEL	1	5
FIRST MARTIN CORP MICHIGAN SQR	330 LIBERTY E	6 YD FEL	1	1
FIRST MARTIN-TRAVER VILLAGE	PLYMOUTH AND NIXON	4 YD FEL	1	3
FIRST MARTIN-TRAVER VILLAGE	PLYMOUTH AND NIXON	6 YD FEL	3	3
FIRST MARTIN	2311 GREEN	8 YD FEL	1	1
FIRST MARTIN-FIRST NATIONAL	201 MAIN S	3 YD FEL	1	3
FIRST MARTIN	2000 TRAVERWOOD	6 YD FEL	2	1
FIRST MARTIN	130 FIRST ST	6 YD FEL	1	1
FIRST MARTIN	2300 TRAVERWOOD	8 YD FEL	1	3
FIRST MARTIN	2025 TRAVERWOOD	6 YD FEL	1	1
FIRST MARTIN	2200 COMMONWEALTH	6 YD FEL	1	1
CENTER FOR INDEPENDENT LIVING	3941 RESEARCH PARK S	6 YD FEL	1	1
FIRST MARTIN	2100 COMMONWEALTH	6 YD FEL	1	1
SAVA	216 S STATE ST	8 YD FEL	2	6
ZAITONA GAS	3555 WASHTENAW AVE	6 YD FEL	1	1
A2 FUEL INC	1500 STADIUM E	4 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
CARSON'S	2000 COMMONWEALTH BLVD	8 YD FEL	1	3
BATTERIES PLUS	3120 PACKARD RD	6 YD FEL	1	1
COLLEGIATE GOTHIC	2365 HURON PARKWAY S	2 YD FEL	1	1
SUMMIT PLAZA	124 SUMMIT W	6 YD FEL	1	1
GREAT SHAGHAI IN	2016 PACKARD	4 YD FEL	1	1
CONVENIENCE AUTO SERVICE	2280 LIBERTY W	4 YD FEL	1	1
WEST SECOND STREET ASSOCIATION	3971 RESEARCH PARK S	6 YD FEL	1	1
DR JAMES LEE OFFICE	3157 PACKARD ST	6 YD FEL	1	1
ARBOR LANDINGS	3354 WASHTENAW	8 YD FEL	1	5
ULTA SALON	3527 WASHTENAW	6 YD FEL	1	1
PALIO RESTAURANT	347 MAIN ST S	3 YD FEL	1	6
PALIO RESTAURANT	347 MAIN ST S	96 GAL TOTER REL	1	1
PLYMOUTH ROAD MALL	2763 PLYMOUTH RD	6 YD FEL	1	10
PLYMOUTH ROAD MALL	2763 PLYMOUTH RD	6 YD FEL	3	10
PLYMOUTH ROAD MALL	2763 PLYMOUTH RD	8 YD FEL	2	5
ARBOR WEST ENTERPRISES LLC.	2750 JACKSON	8 YD FEL	1	1
PLYMOUTH GREEN SHOPPING CENTER	3570 PLYMOUTH RD	8 YD FEL	1	5
NOVEL FOODS	3022 PACKARD ST	2 YD FEL	1	1
ARLINGTON SQUARE SHOPPING CTR	3300 WASHTENAW	8 YD FEL	1	3
ANN ARBOR TRANSPORTATION	2700 INDUSTRIAL S	8 YD FEL	2	3
ALPHA SIGMA PHI	920 BALDWIN	8 YD FEL	1	1
CLIMATE CONTROL INDOOR STORAGE	490 MAPLE S	6 YD FEL	1	1
SHIPMAN REAL ESTATE	2445 INDUSTRIAL RD	6 YD FEL	1	1
MCDONALDS 11520	2675 PLYMOUTH RD	8 YD FEL	1	2
MCDONALDS 10950	2310 STADIUM BLVD W	8 YD FEL	1	2
MCDONALDS 33298	3325 WASHTENAW AVE	8 YD FEL	1	2
JOHN E GREEN CO	2453 INDUSTRIAL S	8 YD FEL	1	1
FIRST MARTIN HOMESTEAD PROFESS	3100 EISENHOWER	6 YD FEL	1	1
QUALITY GROOMING	2163 STADIUM	6 YD FEL	3	1
KEY BANK BUILDING	100 MAIN S	2 YD FEL	1	2
MERCEDES BENZ TC DCREDNA	3953 RESEARCH PARK DR	6 YD FEL	1	1
MANI OSTERIA	341 LIBERTY E	8 YD FEL	1	6
HOFMANN'S FURNITURE	1643 STATE ST S	8 YD FEL	1	1
ARBOR VALLEY LAWN	1541 NEWPORT CREEK DR	2 YD FEL	1	1
STATE STREET INVESTMENTS	2058 STATE ST S	6 YD FEL	1	1
HONEYBAKED HAM COMPANY 0113	3446 WASHTENAW	6 YD FEL	1	1
HILTON SUPPLY MANAGEMENT LLC	925 VICTORS WAY	8 YD FEL	1	3
WESTGATE ENTERPRISE	2441 STADIUM W	6 YD FEL	1	1
OPPENHEIMER PROPERTIES	1611 STATE S	6 YD FEL	1	1
HOFFMANN, DR	3055 PLYMOUTH RD	4 YD FEL	1	2
PANERA BREAD	3205 WASHTENAW AVE	8 YD FEL	1	6
MECHANICAL SIMULATION GROUP	755 PHOENIX DR	2 YD FEL	1	1
CITY CENTER BUILDING	220 HURON ST E	8 YD FEL	1	7
PLANET FITNESS	2350 STADIUM BLVD W	6 YD FEL	1	3
MICROTEL INN & SUITES	3610 PLYMOUTH	6 YD FEL	1	2
JEANNIES COFFEE AND CHITCHAT	2575 JACKSON AVE	2 YD FEL	1	1
BROADWAY MARATHON	1026 BROADWAY	4 YD FEL	1	1
MICHAEL E KRAUSE DDS MSPC	1120 HURON W	6 YD FEL	1	1
SHREE HARI KRISHNA INC	2955 PACKARD	4 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
MATHEMATICAL REVIEWS	416 4TH ST	6 YD FEL	1	1
SELECT AUTO SERVICE	2231 PLATT RD	4 YD FEL	1	1
COLONY PACKARD CONDO ASSOC	2715 PACKARD STE A	6 YD FEL	1	1
PANDA HOUSE	229 MAPLE RD N	8 YD FEL	1	1
TRAVERWOOD BRANCH LIBRARY	3333 TRAVERWOOD	6 YD FEL	1	1
CONCORD CENTER ASSOC LLC	2900 STATE ST S	8 YD FEL	2	5
U OF M TAUBMAN COLLEG OF ARCHI	305 LIBERTY W	2 YD FEL	1	1
JOLLY PUMPKIN CAFE AND BREWERY	311 MAIN ST S	4 YD FEL	1	2
AF JONNA	1220 UNIVERSITY S	8 YD FEL	1	6
SUBWAY 15447	2410 STADIUM W	8 YD FEL	1	1
LIBERTY MEDICAL COMPLEX	3200 LIBERTY RD W	8 YD FEL	1	1
EARLE, THE	121 WASHINGTON ST W	3 YD FEL	1	1
ALRO STEEL/METAL PLUS	2466 INDUSTRIAL S	6 YD FEL	1	1
SURREY PARK APT	2501 KEYSTONE	6 YD FEL	9	1
SURREY PARK APT	2501 KEYSTONE	8 YD FEL	1	1
WESTGATE ANIMAL CLINIC	2455 STADIUM W	4 YD FEL	1	1
ALIRAC INC	2679 ANN ARBOR SALINE	8 YD FEL	1	2
BREWERS INC	1763 PLYMOUTH RD	6 YD FEL	1	1
DFCU FINANCIAL	225 BRIARWOOD CR	4 YD FEL	1	1
LAKE TRUST CREDIT UNION	2222 PACKARD ST	2 YD FEL	1	1
CURTIS PROPERTY MANAGEMENT	214 S MAIN ST	3 YD FEL	1	1
SEQUOIA PLACE	1131 MAPLE N	6 YD FEL	1	2
ANN ARBOR DENTAL ASSOCIATES	1910 PACKARD	2 YD FEL	1	1
GROSS ELECTRIC	2232 INDUSTRIAL S	8 YD FEL	1	1
GERMAIN MOTOR CO	2575 STATE ST S	6 YD FEL	1	2
GERMAIN MOTOR CO	2575 STATE ST S	8 YD FEL	2	2
NEW LIFE ASSEMBLY OF GOD	2118 ANN ARBOR SALINE RD	4 YD FEL	1	1
CROSSROADS COMMUNITY BAPTIST	2580 PACKARD	3 YD FEL	1	1
WRE HARBOR HOUSE LLC	275 HARBOR WAY	2 YD FEL	16	2
KOREAN CHURCH OF ANN ARBOR	3301 CREEK DR	4 YD FEL	1	1
VCR AUTOMOTIVE	2231 PLATT RD	4 YD FEL	1	1
MOBIL STATE ST	3267 STATE ST	6 YD FEL	1	1
SAMAHA PROPERTY INC	3891 PLATT RD	6 YD FEL	1	2
SEQUOIA APPLIED SOLUTIONS	326 LIBERTY W	4 YD FEL	1	1
KAPPA KAPPA GAMMA	1204 HILL	6 YD FEL	1	3
PICO METRIX INC	2925 BOARDWALK	6 YD FEL	1	2
PI BETA PHI	836 TAPPAN AVE	6 YD FEL	1	1
PANERA BREAD	1773 PLYMOUTH RD	8 YD FEL	1	2
TOWER PROFESSIONAL CENTER ASSO	3250 PLYMOUTH	4 YD FEL	1	2
ARCH REALTY	1001 UNIVERSITY E	2 YD FEL	1	2
ARCH REALTY	338 STATE ST S	6 YD FEL	1	3
COLD CONNECTION PROP	1952 STADIUM W	4 YD FEL	1	1
GOURMET GARDEN	2255 W STADIUM BLVD	6 YD FEL	1	1
GANDY DANCER	401 DEPOT	6 YD FEL COMPACTOR	1	1
ERIC WILSTON	2055 STATE ST S	6 YD FEL	1	2
BEAL PROPERTIES	315 2ND ST	4 YD FEL	1	3
FIRST MARTIN-CASEYS TAVERN	304 DEPOT ST	8 YD FEL	1	1
MAV DEVELOPMENT 303 DETROIT ST	303 FIFTH AVE N	4 YD FEL	1	1
MAV DEVELOPMENT	350 MAIN ST S	4 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
SSC	2723 STATE ST	8 YD FEL	1	1
KOCH AND WHITE	2608 LIBERTY RD W	8 YD FEL	2	2
SSC II MAV DEVELOPMENT	1000 OAKBROOK DR	8 YD FEL	1	2
SSC III	2727 STATE ST S	8 YD FEL	1	2
R & P INVESTMENTS	520 MAPLE S	4 YD FEL	1	1
GLENN ANN TOWING	2115 STATE ST S	4 YD FEL	1	1
STEPHENS BROTHERS INC	1944 STADIUM BLVD W	6 YD FEL	1	1
INTECH VENTURES OF ANN ARBOR	3915 RESEARCH PARK	8 YD FEL	2	1
S R K	3001 PLYMOUTH	3 YD FEL	1	1
Q'DOBA MEXICAN GRILL	3279 WASHTENAW AVE	6 YD FEL	1	3
EXECUTIVE HOSPITALITY	2900 JACKSON AVE	8 YD FEL	1	3
MICHIGAN THEATRE	603 E LIBERTY ST	3 YD FEL	1	1
MOELLER PC	2509 STATE ST S	4 YD FEL	1	1
TRAMONTIN TILE CO	193 HISCOCK	4 YD FEL	1	1
PACKARD AUTO	1880 PACKARD	4 YD FEL	1	1
FRASERS PUB	2045 PACKARD	6 YD FEL	1	2
FIRST MARTIN	201 DEPOT ST	6 YD FEL	1	1
QDOBA	1771 PLYMOUTH RD	8 YD FEL	1	2
ALI BABA RESTAURANT	601 PACKARD	8 YD FEL	1	1
STADIUM STORE INC	2445 STADIUM BLVD W	3 YD FEL	1	1
REAL SEAFOOD VENTUR	341 MAIN ST S	3 YD FEL	1	4
ROSEWOOD	1237 ROSEWOOD	6 YD FEL	1	1
AVL NORTH AMERICA	1801 ELLSWORTH E	6 YD FEL	1	2
KAPNICK INSURANCE	1201 BRIARWOOD CIR	4 YD FEL	1	1
BUILDERS PLUMBING SUPPLY CO	2464 INDUSTRIAL S	6 YD FEL	1	1
GOLD FISH SWIM SCHOOL	2107 STADIUM	6 YD FEL	1	1
OXFORD PROPERTY MANAGEMENT	2805 INDUSTRIAL S	6 YD FEL	1	2
OXFORD PROPERTY MANAGEMENT	2725 INDUSTRIAL S	6 YD FEL	1	2
DELTA DELTA DELTA	718 TAPPAN AVE	6 YD FEL	1	2
7-ELEVEN 034931	704 MAIN ST S	6 YD FEL	1	2
FRITA BATIDOS	117 WASHINGTON W	4 YD FEL	1	5
PLYMOUTH GREEN CROSSING	3395 PLYMOUTH RD	8 YD FEL	1	7
NO THAI	226 4TH AVE N	2 YD FEL	1	2
REGENCY AT BLUFFS PARK	355 HURONVIEW BLVD	8 YD FEL	1	6
PRODUCE STATION	1629 S STATE ST	8 YD FEL COMPACTOR	1	1
EDIBLE ARRANGEMENTS	3386 WASHTENAW AVE	2 YD FEL	1	1
BMR GROUP	2565 PLYMOUTH RD	8 YD FEL	1	3
SATCHEL BBQ	3035 WASHTENAW	8 YD FEL	1	1
ANN ARBOR AIRPORT	1213 ELLSWORTH W	6 YD FEL	1	1
ASHLEY TERRACE ASSOCIATION	111 ASHLEY ST N	2 YD FEL COMPACTOR	1	2
NECC ASSOCIATES	2350 GREEN RD	8 YD FEL	1	5
MCKINLEY INCORPORATED	2500 GREEN RD	8 YD FEL	2	2
SLOAN PLAZA CONDO ASSN	505 E HURON ST	2 YD FEL	2	1
SLOAN PLAZA CONDO ASSN	505 E HURON ST	3 YD FEL COMPACTOR	1	1
BREEDABOVE	2281 LIBERTY ST W	4 YD FEL	1	1
AVALON INTERNATIONAL BREADS	120 LIBERTY ST E	4 YD FEL	1	3
RAVENS CLUB	207 MAIN ST S	3 YD FEL	1	1
ANN ARBOR REHAB	3135 PROFESSIONAL DR	6 YD FEL	1	1
CRITEO	523 MAIN ST S	8 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
GANGER DERMATOLOGY	1979 HURON PARKWAY	4 YD FEL	1	1
PHOENIX COM	117 FIRST N	6 YD FEL	1	1
DELUX DRAPERY	2215 W STADIUM BLVD	4 YD FEL	1	1
SUMMER KNOLL SCHOOL	2203 PLATT RD	4 YD FEL	1	1
SPEEDWAY 8708	2799 PLYMOUTH	8 YD FEL	1	3
SPEEDWAY 8707	2020 STADIUM W	8 YD FEL	1	3
ARI-ENTERPRISES	1785 STADIUM W	4 YD FEL	1	1
Z WEST	401 THOMPSON ST	2 YD FEL COMPACTOR	3	2
CITY PLACE ANN ARBOR	425 S 5TH AVE	4 YD FEL	1	6
LANDMARK	1300 S UNIVERSITY AVE	2 YD FEL COMPACTOR	4	3
GREEN COURT LLC	3600 GREEN CT	6 YD FEL	1	2
PATEL BROTHERS	3426 WASHTENAW	6 YD FEL	1	1
TOWNPLACE SUITES MARIOTT'S	1301 BRIARWOOD CIR DR	8 YD FEL	1	3
PROBILITY PHYSICAL THERAPY	2577 JACKSON AVE	2 YD FEL	1	1
HILTON GARDEN INN	1401 BRIARWOOD CIR	8 YD FEL	1	2
SEVEN ELEVEN	1300 UNIVERSITY S	2 YD FEL	1	1
SVS VISION	2555 JACKSON AVE	2 YD FEL	1	2
AAA CLUB OF MICHIGAN	1100 MAIN S	8 YD FEL	1	1
AFFORDABLE VET SERVICES	2117 STADIUM W	4 YD FEL	1	1
NO THAI	1300 UNIVERSITY S	2 YD FEL	1	3
CRAZY JIMS BLIMPY BURGER	304 ASHLEY ST S	4 YD FEL	1	1
PLYMOUTH ROAD PLAZA	2793 PLYMOUTH RD STE G	8 YD FEL	1	3
IBRISS MEAT MARKET	3150 PACKARD	4 YD FEL	1	1
TIM HORTONS	3975 S STATE RD	8 YD FEL	1	1
SPEEDWAY	1300 MAPLE N	8 YD FEL	1	2
AA QUALITY AUTO	3055 PACKARD	4 YD FEL	1	1
FIVE BELOW	3529 WASHTENAW AVE	8 YD FEL	1	2
NOODLES & COMPANY	2245 STADIUM W	8 YD FEL	1	2
DON JUAN MEXICAN RESTAURANT	2135 STADIUM BLVD W	8 YD FEL	1	2
AHC WASHTENAW LLC	3050 WASHTENAW	8 YD FEL	1	3
RSW LLC	3010 WASHTENAW	8 YD FEL	1	6
RSW LLC	3070 WASHTENAW	8 YD FEL	1	3
L-3 COMMUNICATIONS - EOTECH	3913 VARSITY DR	6 YD FEL	1	5
WISC/BBB #234	3645 WASHTENAW	8 YD FEL	1	2
RED ROOF INN	3505 STATE ST S	6 YD FEL	2	3
1201 E ELLSWORTH, LLC	1201 ELLSWORTH E	8 YD FEL	1	5
WALGREENS 11197	2355 JACKSON RD	4 YD FEL COMPACTOR	1	1
KNOWLEDGE UNIVERSE	2300 HURON PKWY S	8 YD FEL	1	1
BARNES & NOBLE	3235 WASHTENAW AVE	6 YD FEL	1	1
GRAINGER	2915 BOARDWALK	6 YD FEL	1	1
MORNINGSIDE LOWER TOWN LLC	1141 BROADWAY ST	8 YD FEL	1	2
JOAC AMERICAN HOMES	3879 PACKARD ST	2 YD FEL	1	1
PETCO #298	3537 WASHTENAW	6 YD FEL	1	1
RESIDENCE INN	800 VICTORS WAY	6 YD FEL	2	3
FEDERAL MOGUL	3990 RESEARCH PARK DR	4 YD FEL	1	1
MAIN STREET CLARK	601 MAIN S	6 YD FEL	1	2
LAGOS INVESTMENT CO LLC	1251 MAPLE N	4 YD FEL	1	1
LINCARE/HEALTHCARE SOLUTIONS	3926 VARSITY DR	4 YD FEL	1	1
NORDSTROM RACK	3547 WASHTENAW AVE	6 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
AVENTURA	216 WASHINGTON E	4 YD FEL	1	5
GOODYEAR	2260 STADIUM BLVD W	2 YD FEL	1	1
UNIVERSITY BANK	2015 WASHTENAW AVE	4 YD FEL	1	1
ANN ARBOR CITY APARTMENTS	201 S 1ST ST	2 YD FEL COMPACTOR	1	6
CANDLEWOOD SUITES	701 WAYMARKET	6 YD FEL	1	3
OLD NAVY	3533 WASHTENAW AVE	8 YD FEL	1	2
SHERWIN-WILLIAMS	3410 WASHTENAW AVE	6 YD FEL	1	1
PAULINE APARTMENTS	1500 PAULINE	8 YD FEL	1	2
FIRESTONE - 2555	3507 WASHTENAW AVE	4 YD FEL	1	1
CHILI'S 70	3795 WASHTENAW	8 YD FEL	1	3
FIRST MARTIN CORPORATION	2205 COMMONWEALTH BLVD	4 YD FEL	1	1
BKD002030-BROOKDALE-CLARE BRID	750 EISENHOWER PKWY W	6 YD FEL	1	1
BKD002030-BROOKDALE-CLARE BRID	750 EISENHOWER PKWY W	8 YD FEL	1	1
MAYNARD HOUSE	400 MAYNARD ST	2 YD FEL COMPACTOR	1	2
BLANK SLATE CREAMERY	300 LIBERTY W	6 YD FEL	1	1
SEVA RESTAURANT	2541 JACKSON AVE	6 YD FEL	1	1
3800 VARSITY PARTNERS	3924 VARSITY DR	8 YD FEL	1	1
CABRIO PROPERTIES	2350 HURON PARKWAY	8 YD FEL	1	1
ATRIA SENIOR LIVING	1901 PLYMOUTH RD	8 YD FEL	1	3
MICHWAY JERSEY MIKE'S SUBS	2561 JACKSON AVE	6 YD FEL	1	1
TESTING ENGINEERS & CONSULTANT	3985 VARSITY DR	4 YD FEL	1	1
JAWISH SAMAHA LLC	3980 PLATT RD	4 YD FEL	1	2
STATE STREET STORAGE	2333 S STATE ST	4 YD FEL	1	1
ANN ARBOR ATRIUM	315 W HURON ST	6 YD FEL	1	2
CSC/BRIXMORE/MAPLE VILLAGE SC	221 MAPLE RD N	2 YD FEL	1	2
CSC/BRIXMORE/MAPLE VILLAGE SC	297 N MAPLE RD	2 YD FEL	1	1
CSC/BRIXMORE/MAPLE VILLAGE SC	255 N MAPLE RD	6 YD FEL	1	1
EDWARD JONES	213 N MAPLE RD	2 YD FEL	1	2
UNISOURCE	215 N MAPLE RD	4 YD FEL	1	2
RAZA CORPORATION INC	3240 WASHTENAW AVE	6 YD FEL	1	1
PINK CASTLE FABRICS	1915 FEDERAL BLVD	4 YD FEL	1	1
BEX INC	836 PHOENIX DR	4 YD FEL	1	1
CONVENIENCE AUTO SERVICE SOUTH	1225 JEWETT ST	4 YD FEL	1	1
PF CHANGS	720 BRIARWOOD CIR	6 YD FEL COMPACTOR	1	2
RUTH'S CHRIS STEAK HOUSE	314 4TH AVE S	3 YD FEL	1	5
BELLE TIRE #119	590 ELLSWORTH W	8 YD FEL	1	1
SONG CO LLC	2891 JACKSON AVE	4 YD FEL	1	1
TRIANGLE FRATERNITY	1501 WASHTENAW AVE	8 YD FEL	1	1
MAIN STREET MOTORS	907 MAIN ST N	2 YD FEL	1	1
HUB PROPERTIES TRUST	789 EISENHOWER PKWY E	8 YD FEL	1	5
EISENHOWER PROFESSIONAL OFFICE	3101 EISENHOWER PKWY E	2 YD FEL	1	1
FOUR POINTS SHERATON	3200 BOARDWALK	8 YD FEL COMPACTOR	1	1
FOUR POINTS SHERATON	3200 BOARDWALK	8 YD FEL	1	3
COLONADE SHOPPING CENTER	901 EISENHOWER	6 YD FEL	5	3
DIBELLA'S OLD FASHIONED SUB	904 EISENHOWER PKWY	8 YD FEL	1	2
REI	970 EISENHOWER PKWY W	8 YD FEL	1	1
VESPER WOODLAND MEADOWS	275 FIELDCREST	6 YD FEL	8	2
STEVE STEEB SERVICE	2075 INDUSTRIAL S	2 YD FEL	1	1
COMMERCE SQUARE	2455 INDUSTRIAL S	6 YD FEL	3	2

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
AMERICAN HONDA	3947 RESEARCH PARK	6 YD FEL	1	1
GREY HOUSE MANAGEMENT	2100 MAIN ST S	6 YD FEL	1	1
NATIONAL CITY JONES LANG LASAL	2992 MAIN ST S	6 YD FEL	1	1
WICKFIELD PHOENIX LLC	100 PHOENIX DR	8 YD FEL	4	2
YOUSSEFF, ZI	2750 STATE ST S	6 YD FEL	1	1
STATE 94 PROPERTY LLC	3621 STATE ST S	8 YD FEL COMPACTOR	1	3
EMERSON APARTMENTS	3000 SIGNATURE	6 YD FEL	8	1
SOUTH GLEN LIMITED PARTNERSHIP	2950 STATE ST S	6 YD FEL	1	2
ANN ARBOR AIRPORT	801 AIRPORT	6 YD FEL	2	1
JEWISH COMMUNITY CENTER	2935 BIRCH HOLLOW DR	6 YD FEL	1	2
ANN ARBOR PUBLIC SCHOOLS	2775 BOARDWALK	2 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	2775 BOARDWALK	6 YD FEL	6	1
AMERICAN BLDG THE	3005 BOARDWALK	6 YD FEL	1	1
MOST MINISTRIES	655 PHOENIX	6 YD FEL	1	1
WILLIAMSBURG VII LLC	1601 BRIARWOOD	6 YD FEL	1	2
FIRE STATION 6	1881 BRIARWOOD	4 YD FEL	1	1
FIRESTONE TIRE STORE	500 BRIARWOOD CIR	6 YD FEL	1	2
DUNN BLUE REPROGREPHIC TECHNOL	2813 BOARDWALK	4 YD FEL	1	1
ANN ARBOR WATER UTILITIES FIEL	2000 INDUSTRIAL S	6 YD FEL	1	1
OXFORD PROPERTY MGMT	305 EISENHOWER E	6 YD FEL	2	1
BURLINGTON BUILDING	325 EISENHOWER E	6 YD FEL	2	1
BRAYTON PARTNERSHIP	250 EISENHOWER W	6 YD FEL	1	1
OXFORD PROPERTY MANAGEMENT	955 EISENHOWER W	6 YD FEL	1	4
WEDEMEYER MANAGEMENT INC	2280 INDUSTRIAL	8 YD FEL	1	1
WASHTENAW NEWS	1935 INDUSTRIAL HWY S	6 YD FEL	2	1
MR STADIUM LAUNDRY	1964 INDUSTRIAL HWY S	6 YD FEL	1	1
N.A.MANS & SONS, INC.	2275 INDUSTRIAL HWY S	8 YD FEL	1	1
SHAR PRODUCTS	2465 INDUSTRIAL HWY S	6 YD FEL	2	2
MICHIGAN COMMERCIAL REALTY	2304 INDUSTRIAL HWY S	6 YD FEL	1	2
LOS TRES AMIGOS	625 BRIARWOOD CIR	8 YD FEL	1	2
THOMAS GARTHWAITE	2401 INDUSTRIAL S	6 YD FEL	1	1
CENTRAL ACADEMY	2459 INDUSTRIAL S	6 YD FEL	2	2
ANN ARBOR CHURCH OF CHRIST	2500 MAIN S	6 YD FEL	1	1
FASTENERS INC	3920 VARSITY DR	6 YD FEL	1	1
ERVIN INDUSTRIES INC	3893 RESEARCH PARK DR	6 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	2250 7TH S	6 YD FEL	2	1
FOUNTAIN CHURCH OF GOD IN CHRI	530 STADIUM W	4 YD FEL	1	1
ARBOR HILLS HAIR AND BODY SALO	2295 STATE	2 YD FEL	1	1
INVESTORS PROPERTY MANAGEMENT	2511 STATE S	6 YD FEL	1	2
ANN ARBOR PUBLIC SCHOOLS	2555 STATE S	6 YD FEL	1	2
ANN ARBOR PUBLIC SCHOOLS	2555 STATE S	6 YD FEL	2	2
MICHIGAN POWER RODDING	818 PHOENIX DR	4 YD FEL	1	1
BOB LAKEY OASIS HOT TUB	2301 S STATE ST	6 YD FEL	1	1
JEWISH FAMILY SERVICES	2245 STATE ST S	6 YD FEL	1	2
WILLIAMSBURG PROPERTIES VI LLC	500 EISENHOWER	6 YD FEL	1	3
Varsity Group	3753 Varsity	6 YD FEL	1	3
mitsubishi motors	3735 Varsity	4 YD FEL	1	1
NATIONAL CEILING AND PARTITION	3971 Varsity	6 YD FEL	1	1
BRIARWOOD SERVICE STATION	3230 STATE S	6 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
ANN ARBOR PUBLIC SCHOOLS	2150 SANTA ROSA	6 YD FEL	2	3
DOVETREE PRODUCTIONS INC	3042 CREEK DR	2 YD FEL	1	1
MEMORIAL CHRISTIAN CHRUCH	1900 MANCHESTER	4 YD FEL	1	1
MEMORIAL CHRISTIAN CHRUCH	1900 MANCHESTER	96 GAL TOTER REL	2	1
ANDERSON ASSOCIATES THE	2160 S HURON PKWY	2 YD FEL	1	1
DAIRY QUEEN	1805 PACKARD	4 YD FEL	1	1
ACHILLES CONEY RESTAURANT	3075 PACKARD RD	4 YD FEL	1	1
EMPIRE MANAGEMENT	3820 PACKARD RD	6 YD FEL	1	1
MARY'S CHICKEN	3220 PACKARD	6 YD FEL	1	1
HOME OF NEW VISIONS	3115 PROFESSIONAL DR	4 YD FEL	1	1
CAMPUS REALTY	2300 WASHTENAW	4 YD FEL	1	1
CURTIS BAILEY EXELBY AND SPOSI	2320 WASHTENAW	6 YD FEL	1	1
MARTEN DAVIS	2360 STADIUM E	6 YD FEL	2	1
MIDAS MUFFLER	3170 WASHTENAW	4 YD FEL	1	1
PAESANO'S	3411 WASHTENAW	6 YD FEL	1	3
BELLE TIRE 049	3501 WASHTENAW AVE	6 YD FEL	1	1
ANN ARBOR ASSEMBLY OF GOD	2455 WASHTENAW	4 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	2100 CRESTLAND	6 YD FEL	1	2
WOLVERINE HOSPITALITY PARTNERS	2424 STADIUM BLVD E	8 YD FEL	1	1
SAINT FRANCIS OF ASSISI	2150 FRIEZE	6 YD FEL	3	1
HURON PARKWAY PLAZA CONDOS	2210 HURON PARKWAY	6 YD FEL	1	1
DANGARD	2385 S HURON PKWY	4 YD FEL	1	1
MONPROP LLC	2395 HURON PARKWAY	6 YD FEL	1	1
BOWERS REIN ASSOCIATES	2400 HURON PKWY S	4 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	3300 LORRAINE	6 YD FEL	3	1
JOURNAL OF CLINICAL INVESTIGAT	2015 MANCHESTER	2 YD FEL	1	1
BIG 10 PARTY STORE	1928 PACKARD	6 YD FEL	1	3
EASTOVER PROFESSIONAL CENTER	2229 PACKARD	6 YD FEL	1	1
GENESIS OF ANN ARBOR	2309 PACKARD	8 YD FEL	1	1
KING OF KINGS CHURCH	2685 PACKARD	2 YD FEL	1	1
APOSTOLIC TEMPLE	2898 PACKARD	6 YD FEL	1	1
ANN ARBOR CAT CLINIC	3690 PACKARD	6 YD FEL	1	1
SEEL PROPERTIES LLC	3768 PACKARD	6 YD FEL	1	1
PERRY NURSERY SCHOOL	3770 PACKARD	6 YD FEL	1	1
ANN ARBOR SEVENTH DAY CHURCH	2796 PACKARD	4 YD FEL	1	1
BANFIELDS BAR & GRILL	3140 PACKARD RD	6 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	3550 PITTSVIEW	6 YD FEL	1	2
ANN ARBOR PUBLIC SCHOOLS	2543 PITTSFIELD	6 YD FEL	1	1
FALSETTAS	2200 PITTSFIELD	4 YD FEL	1	1
GIFT OF LIFE	3869 RESEARCH PARK DR	6 YD FEL	2	4
GIFT OF LIFE	3861 RESEARCH PARK DR	6 YD FEL	1	1
VINEYARD CHURCH	2275 PLATT	6 YD FEL	1	1
UNITED WAY	2305 PLATT	6 YD FEL	1	1
ST PAUL BAPTIST CHURCH	3630 PLATT	2 YD FEL	1	1
PLANNED PARENTHOOD	3100 PROFESSIONAL DR	6 YD FEL	1	2
MICHIGAN HEAD PAIN & NEUR	3120 PROFESSIONAL DR	6 YD FEL	1	1
TGI DIRECT	1225 ROSEWOOD	6 YD FEL	1	1
FULL AUTO LLC	1150 ROSEWOOD	4 YD FEL	1	1
PACKARD STADIUM, LLC	1423 STADIUM E	6 YD FEL	1	3

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
SJM EAST STADIUM PHYSICAL THE	2310 STADIUM E	6 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	2251 STADIUM E	6 YD FEL	2	2
E STADIUM LLC	2355 STADIUM E	6 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	2800 STONE SCHOOL	6 YD FEL	2	1
ANN ARBOR PUBLIC SCHOOLS	2560 TOWNER	6 YD FEL	2	1
BUDDY'S MINI MART C/O SUNNY OI	3031 WASHTENAW	6 YD FEL	1	1
ALLSTATE BILLIARDS	3336 WASHTENAW	6 YD FEL	1	1
VICTORY INN	3750 WASHTENAW	6 YD FEL	1	2
RTW CORP	3352 WASHTENAW	6 YD FEL	1	1
LPN PROPERTIES LLC CHAMBERS	3365 WASHTENAW	8 YD FEL	3	2
UNCLE EDS OIL SHOPPE	3160 WASHTENAW	6 YD FEL	1	1
CONCORDIA UNIVERSITY	3475 PLYMOUTH RD	6 YD FEL	1	1
WVH ACQUISITIONS	2725 PACKARD	4 YD FEL	1	1
GRETCHENS HOUSE INC	1580 DHU WARREN RD	6 YD FEL	1	1
GREAT LAKES SCIENCE CENTER	1451 GREEN	8 YD FEL	1	2
GEDDES LAKES COOPERATIVE	3000 LAKE HAVEN	8 YD FEL	1	1
CHINA MARKET	2789 PLYMOUTH	6 YD FEL	1	2
GRETCHENS HOUSE INC	2625 TRAVER	4 YD FEL	1	1
FIRST MARTIN	2401 PLYMOUTH	6 YD FEL	1	1
GREENHILLS SCHOOL	850 GREENHILLS	6 YD FEL	1	4
PLYMOUTH PARK 2001	2001 COMMONWEALTH	6 YD FEL	1	1
FIRST PROPERTY ASSOCIATES	2101 COMMONWEALTH	6 YD FEL	1	1
FIRST MARTIN CORP	2301 COMMONWEALTH	6 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	912 BARTON	6 YD FEL	2	2
ANN ARBOR CHRISTIAN REFORMED	1717 BROADWAY	6 YD FEL	1	1
FOOD GATHERERS	1 CARROT WAY	6 YD FEL	4	2
ANN ARBOR CHINESE CHRISTIAN CH	1750 DHU WARREN	4 YD FEL	1	1
HURON HIGH ANN ARBOR PUBLIC SC	2727 FULLER	6 YD FEL	1	2
PARKWAY PROFESSIONAL	2301 HURON	6 YD FEL	1	1
REINHART REALTY	2200 GREEN RD	6 YD FEL	1	1
GLAZIER WAY UNITED METHODIST	1001 GREEN	4 YD FEL	1	1
LATTER DAY SAINTS CHURCH	1385 GREEN RD	4 YD FEL	1	1
US POST OFFICE	3000 GREEN	6 YD FEL	1	1
ELLIOTT, JENNI	2000 GREEN	6 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	2685 TRAVER	6 YD FEL	2	1
HURON HILLS BAPTIST	3150 GLAZIER WAY	6 YD FEL	1	1
ST PAUL LUTHERAN	495 EARHART	6 YD FEL	1	1
HURON PROFESSIONAL BLDG	706 HURON W	6 YD FEL	1	1
LESLIE SCIENCE CENTER	1831 TRAVER	6 YD FEL	1	1
LESLIE GOLF COURSE	2120 TRAVER	6 YD FEL	1	1
M L KING ELEMENTARY	3800 WALDENWOOD	6 YD FEL	2	1
ANN ARBOR PUBLIC SCHOOLS	2300 PRAIRIE	6 YD FEL	2	1
ANN ARBOR PUBLIC SCHOOLS	2616 NIXON	6 YD FEL	3	2
NSC OF ANN ARBOR	1645 PLYMOUTH	6 YD FEL	1	1
MUSLIM COMM ASSOC	2301 PLYMOUTH RD	8 YD FEL	1	1
PLYMOUTH SHELL LLC	1800 PLYMOUTH	6 YD FEL	1	1
LMC HOLDINGS INC	1635 PLYMOUTH RD	6 YD FEL	1	1
RUDOLPH STEINER SCHOOL OF A A	2230 PONTIAC	4 YD FEL	1	1
MICHIGAN MUNICIPAL LEAGUE	1675 GREEN RD	4 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
HOLIDAY INN EXPRESS	600 HILTON DR	6 YD FEL	1	3
EISENHOWER CENTER	3200 EISENHOWER E	6 YD FEL	2	6
CONCORDIA COLLEGE	4090 GEDDES	8 YD FEL	4	3
DTE ENERGY ANN ARBOR SVC	982 BROADWAY	6 YD FEL	2	1
AMTRAK	325 DEPOT	4 YD FEL	1	1
BANK OF ANN ARBOR	125 FIFTH S	6 YD FEL	1	1
ALPHA EPSILON PI	1912 GEDDES	8 YD FEL	1	1
HURON PROPERTIES	416 HURON W	6 YD FEL	1	1
MCKINLEY PROPERTIES	401 LIBERTY E	8 YD FEL	1	2
HANDICRAFT BLDG	339 LIBERTY RD E	6 YD FEL	1	1
SIGMA NU	700 OXFORD	8 YD FEL	1	2
COTTAGE INN PIZZA	546 PACKARD	6 YD FEL	1	2
BUFFALO WILD WINGS	205 STATE ST S	8 YD FEL	1	6
NORTH ASHLEY SQUARE LLC	123 N ASHLEY ST	6 YD FEL	1	1
CAMPUS REALTY	1331 WASHTENAW	6 YD FEL	1	1
CAMPUS REALTY	1600 WASHTENAW AVE	6 YD FEL	1	2
COTTAGE INN PIZZA	512 WILLIAM E	8 YD FEL	1	2
C 3 PARTNERS	525 WILLIAM W	8 YD FEL	1	2
NYPD PIZZA	605 WILLIAMS E	4 YD FEL	1	4
ALTARUM	3520 GREEN	6 YD FEL	1	2
KERRYTOWN MARKET	407 FIFTH AVE N	8 YD FEL COMPACTOR	1	6
PETER BILAKOS	211 ANN E	4 YD FEL	1	2
FLEETWOOD DINER	300 ASHLEY	6 YD FEL	1	1
NORTHSIDE GRILL	1015 BROADWAY	6 YD FEL	1	1
NEW RAJA RANI	400 S DIVISION ST	8 YD FEL	1	1
A2 MEDIA CORP	220 FELCH	4 YD FEL	1	1
ANN ARBOR CITY HALL	100 FIFTH ST	6 YD FEL	1	3
STRICKLAND MARKET IN	1352 GEDDES	6 YD FEL	1	1
AHMO'S GYROS & DELI	341 HURON E	6 YD FEL	1	2
FIRESTONE TIRE STORE	402 HURON E	2 YD FEL	1	1
BLIND PIG BAR	208 FIRST S	2 YD FEL	1	1
ILLI'S AUTO	401 HURON W	6 YD FEL	1	1
OXFORD PROPERTIES	255 LIBERTY ST E	6 YD FEL COMPACTOR	1	3
ZINGERMANS	422 DETROIT ST	6 YD FEL COMPACTOR	1	2
GRADUATE HOTEL	615 HURON E	6 YD FEL COMPACTOR	1	3
ANN ARBOR TOWER PLAZA TRIAD MG	555 E WILLIAM ST	8 YD FEL COMPACTOR	1	3
ANN ARBOR PUBLIC SCHOOLS	600 JEFFERSON	6 YD FEL	2	1
NORTHERN BREWERY BUILDING	1327 JONES	6 YD FEL	1	1
ARBOR SPRINGS WATER CO	1440 JONES	6 YD FEL	1	1
SEVA	314 LIBERTY E	8 YD FEL	1	1
CUSHING MALLOY INC	1350 MAIN ST N	8 YD FEL	1	1
MAIN STREET PARTY STORE	201 MAIN N	6 YD FEL	1	3
407 N MAIN ST LLC	407 MAIN N	2 YD FEL	1	1
ANN ARBOR COMMUNITY CENTER	625 MAIN N	6 YD FEL	1	1
ASCOT	1204 MAIN N	6 YD FEL	1	1
1250 N MAIN LLC	1250 MAIN N	6 YD FEL	1	1
MAIN STREET CONVENIENCE	402 MAIN S	8 YD FEL	1	1
O'NEAL CONSTRUCTION INC	1342 MAIN N	6 YD FEL	1	1
KNIGHTS MARKET	420 MILLER AVE	6 YD FEL	1	2

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
OPEOS COMPANY	1303 PACKARD	4 YD FEL	1	1
ARGUS FARM STOP	1226 PACKARD ST	6 YD FEL	1	1
ANN ARBOR WWTP	919 SUNSET	6 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	1608 UNIVERSITY S	6 YD FEL	1	1
ANN ARBOR YMCA	400 WASHINGTON	6 YD FEL	1	2
VARSITY AT ANN ARBOR LLC	425 WASHINGTON E	4 YD FEL	3	6
LAKE SHORE MANAGEMENT	500 E WASHINGTON ST	4 YD FEL	2	6
UNIVERSITY LUTHERAN CHAPEL	1511 WASHTENAW	6 YD FEL	1	1
ANN ARBOR WOMENS CITY CLUB	1830 WASHTENAW	6 YD FEL	1	1
BETH ISRAEL CONGREGATION	2000 WASHTENAW	6 YD FEL	1	1
EVANS SCHOLARSHIP HOUSE	1800 WASHTENAW	6 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	1414 WELLS	6 YD FEL	2	1
MIDAS MUFFLER	2395 JACKSON	4 YD FEL	1	1
VARSITY FORD	3480 JACKSON AVE	8 YD FEL	2	6
ARBOR LANDINGS	545 LANDINGS BLVD	6 YD FEL	19	1
SUPERIOR COLLISION	611 MAPLE S	8 YD FEL	1	1
DISCOVERY CENTER THE	775 S MAPLE RD	8 YD FEL	1	1
LAMP POST BUILDING	2410 STADIUM	6 YD FEL	1	2
KOLOSSOS PRINTING	2055 STADIUM W	6 YD FEL	1	3
STADIUM CENTER	1880 STADIUM W	6 YD FEL	2	1
COTTAGE INN	2303 STADIUM W	4 YD FEL	1	3
MARTEN DAVIS	2355 STADIUM W	6 YD FEL	2	1
SALVATION ARMY	100 ARBANA	6 YD FEL	1	1
AHMOS GYROS DELI	2505 DEXTER	6 YD FEL	1	2
WOLVERINE PARTY STORE	2527 DEXTER AVE	8 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	825 DUNCAN	6 YD FEL	2	1
ANN ARBOR PUBLIC SCHOOLS	344 GRALAKE	6 YD FEL	1	2
NORTH ARBOR LLC	512 S MAIN ST	8 YD FEL	1	1
FIRE STATION #3	2130 JACKSON	4 YD FEL	1	1
VETERANS PARK	2150 JACKSON	6 YD FEL	1	1
A2 PUBLIC LIB WEST BRANCH	2503 JACKSON	6 YD FEL	1	1
NICOLA'S BOOKS	2513 JACKSON	6 YD FEL	1	1
BARRY BAGEL	2515 JACKSON	8 YD FEL	1	2
BETHLEHEM UNITED CHURCH	2801 JACKSON	4 YD FEL	1	1
HILLSIDE TERRACE	1939 JACKSON AVE	6 YD FEL	1	3
HILLSIDE TERRACE	1939 JACKSON AVE	8 YD FEL	1	3
Y & M FAMILY LLC.	2263 LIBERTY ST W	6 YD FEL	1	2
A-1 RENTAL INC	2285 LIBERTY ST W	6 YD FEL	1	1
ZION LUTHERAN CHURCH	1501 LIBERTY W	6 YD FEL	1	1
ANN ARBOR ANIMAL HOSPITAL	2150 LIBERTY W	6 YD FEL	1	1
ALANO CLUB	995 MAPLE N	6 YD FEL	1	1
PEACE NEIGHBORHOOD	1111 MAPLE N	6 YD FEL	1	1
JON INWOOD	601 MAPLE S	6 YD FEL	1	1
AMERINET	1241 MAPLE S	6 YD FEL	1	1
GRACE BIBLE CHURCH	1300 MAPLE S	6 YD FEL	1	1
BEHLER YOUNG CO	2440 INDUSTRIAL	8 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	1655 NEWPORT	6 YD FEL	4	1
ANN ARBOR PUBLIC SCHOOLS	1701 NEWPORT	6 YD FEL	2	1
PAULINE CONDO ASSOC	1901 PAULINE BLVD	6 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
ANN ARBOR PUBLIC SCHOOLS	2135 RUNNYMEDE	6 YD FEL	2	1
ANN ARBOR PUBLIC SCHOOLS	2670 SEQUOIA	6 YD FEL	1	1
WESTSIDE UNITED METHODIST CHUR	900 7TH W	8 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	800 SOULE	6 YD FEL	2	1
PLYMOUTH SHELL LLC	2500 JACKSON	8 YD FEL	1	1
ZOOBABY-ROOS	1155 ROSEWOOD	4 YD FEL	1	1
SECOND BAPTIST CHURCH	850 RED OAK	6 YD FEL	1	1
UNCLE EDS OIL SHOPPE	2276 STADIUM W	6 YD FEL	1	1
ARBOR FARMS MARKET	2103 STADIUM W	8 YD FEL	1	3
ANN ARBOR BOARD OF REALTORS	1919 STADIUM W	2 YD FEL	1	1
BIG GEORGE'S APPLIANCE	2023 STADIUM W	2 YD FEL	1	1
DINO'S DELI & DONUTS	2030 STADIUM W	6 YD FEL	1	1
US POST OFFICE	2075 STADIUM W	8 YD FEL	1	2
GRETCHENS HOUSE	1745 STADIUM W	4 YD FEL	1	1
GENOVA DEVELOPMENT	210 COLLINGWOOD DR	6 YD FEL	1	1
WHEELS IN MOTION	3402 WASHTENAW AVE	6 YD FEL	1	1
MALCOLM REALTY	1900 STADIUM W	2 YD FEL	1	1
STADIUM OPTICIANS	2333 STADIUM W	6 YD FEL	1	1
PLANNED PARENTHOOD	2370 STADIUM W	6 YD FEL	1	1
IZZY'S HOAGIE SHOP	1924 STADIUM BLVD W	8 YD FEL	1	1
ARBOR-WEST PLAZA C/O BASILE J	2550 STADIUM W	6 YD FEL	1	1
HAPPY WOK	1916 STADIUM BLVD W	2 YD FEL	1	1
KNIGHTS STEAKHOUSE	2324 DEXTER AVE	6 YD FEL	2	2
MASTER TECH	1919 FEDERAL BLVD	6 YD FEL	1	1
ZAL-GAZ GROTTTO	2070 STADIUM BLVD W	4 YD FEL	1	1
ALW INC	2080 STADIUM BLVD W	6 YD FEL	1	1
ACE BARNES HARDWARE	2105 STADIUM BLVD W	8 YD FEL	1	1
ANN ARBOR MARTINIZING	2381 STADIUM BLVD W	4 YD FEL	1	1
ANDERSON PAINT COMPANY	2382 STADIUM BLVD W	8 YD FEL	1	1
ANN ARBOR PUBLIC SCHOOLS	1019 WASHINGTON W	6 YD FEL	2	2
ANN ARBOR PUBLIC SCHOOLS	920 MILLER AVE	6 YD FEL	2	2
DIANNE ROSE JEWELRY	2440 STADIUM W	4 YD FEL	1	1
EMPIRE MANAGEMENT	3830 PACKARD RD	6 YD FEL	1	1
EMPIRE MANAGEMENT	3800 PACKARD RD	6 YD FEL	1	1
EMPIRE MANAGEMENT	3810 PACKARD RD	6 YD FEL	1	1
2144 S STATE LLC	2144 STATE S	6 YD FEL	1	1
GOETZCRAFT PRINTING	975 PHOENIX	6 YD FEL	2	1
618 S MAIN STREET	611 S ASHLEY ST	2 YD FEL	5	5
PETPEOPLE ANN ARBOR LLC	3330 WASHTENAW AVE	6 YD FEL	1	1
ARBOR BLU	624 CHURCH ST	2 YD FEL COMPACTOR	4	2
J KELLER PROPERTIES	414 N MAIN ST	2 YD FEL	1	1
HEIDELBERG	201 S MAIN ST	6 YD FEL	1	2
DELTA PHI EPSILON	800 OXFORD RD	8 YD FEL	1	2
EXOTIC AUTOMATIC SUPPLY	3934 VARSITY DR	6 YD FEL	1	1
APPLIED IMAGING	635 S MAPLE RD	6 YD FEL	1	1
RESIDENCE INN BY MARRIOTT	120 HURON W	8 YD FEL	1	6
STATE GATE	2991 S STATE ST	4 YD FEL	1	1
UNIVERSITY OF MICHIGAN CREDIT	2725 STATE ST S	2 YD FEL	1	1
ARBOR DOG DAYCARE	2418 INDUSTRIAL HWY S	6 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
EAST STADIUM PROF CENTER LLC	2311 STADIUM BLVD E	6 YD FEL	1	1
REINHART REALTY	2452 STADIUM BLVD E	6 YD FEL	1	1
NABIH MASHNI	3180 PACKARD	8 YD FEL	2	2
FIRST PRESBYTERIAN CHURCH	1432 WASHTENAW AVE	6 YD FEL	1	1
HAPPY HOUSE GIFT	2539 JACKSON	6 YD FEL	1	1
CARITE	2095 STADIUM BLVD W	4 YD FEL	1	1
BROTHERS 4 LLC	1070 ROSEWOOD	4 YD FEL	1	1
WEST COST SOLUTIONS	725 VICTORS WAY	8 YD FEL	1	3
NEW FOUNDRY	1950 MANCHESTER	2 YD FEL	1	1
DATASTAT	3975 RESEARCH PARK DR	6 YD FEL	1	1
QUINN EVANS ARCHITECTS	219 1/2 MAIN ST N	2 YD FEL	1	1
HAMPTON INN	2300 GREEN RD	8 YD FEL	1	3
BROOKHAVEN MANOR	401 OAKBROOK	2 YD FEL COMPACTOR	1	1
BROOKHAVEN MANOR	401 OAKBROOK	8 YD FEL	1	1
PACKARD HEALTH CLINIC	3174 PACKARD	6 YD FEL	1	1
NEW LIFE CHURCH	1541 WASHTENAW AVE	6 YD FEL	1	1
MICHIGAN DISTRICT LUTHERAN	3773 GEDDES	4 YD FEL	1	1
KINGSLEY MANOR CONDO ASSOC	813 KINGSLEY E	6 YD FEL	1	1
HUTZEL PLUMBING	1220 JEWETT	4 YD FEL	1	1
UNIVERSITY FUEL MART	300 MAIN N	6 YD FEL	1	1
HILLEL FOUNDATION	1429 HILL	4 YD FEL	1	2
AVALON HOUSING	211 DAVIS E	3 YD FEL	1	1
VILLAGE PARK APARTMENTS	1505 NATALIE	6 YD FEL	3	1
VILLAGE PARK APARTMENTS	1505 NATALIE	8 YD FEL	2	1
BERNITSAS, MIKE	2350 WASHTENAW	8 YD FEL	1	1
WESTMINSTER PRESBYTERIAN CHURC	1500 SCIO CHURCH	4 YD FEL	1	1
KINGS KEYBOARD HOUSE	2363 STADIUM E	4 YD FEL	1	1
THETA CHI	1351 WASHTENAW	8 YD FEL	1	1
3800 VARSITY PARTNERS LLC	3800 VARSITY DR	2 YD FEL	1	2
3800 VARSITY PARTNERS LLC	3800 VARSITY DR	8 YD FEL	2	4
WESTWOOD APTS	1900 LIBERTY W	5 YD FEL	6	2
VICTORY LANE QUICK OIL	2185 STADIUM BLVD W	6 YD FEL	1	1
ZINGERMANS MAIL ORDER	610 PHOENIX DR	6 YD FEL	2	5
COLLEX COLLISION	3345 WASHTENAW	8 YD FEL	1	3
ANN ARBOR HEALING	3720 WASHTENAW AVE	6 YD FEL	1	1
WEST WASHINGTON CONDO ASSOC,	120 W WASHINGTON ST	4 YD FEL	1	6
MAST SHOE OUTLET	2519 JACKSON AVE	4 YD FEL	1	1
NATIONAL CENTER FOR MFG SCIENC	3025 BOARDWALK	8 YD FEL	1	2
RON'S GARAGE	1130 ROSEWOOD	6 YD FEL	1	1
PERFECTION SPRINKLER CO	2077 STATE ST S	2 YD FEL	1	1
BUSTERS MARKET	695 MAPLE S	6 YD FEL	1	1
ANN ARBOR REUSE CENTER	2420 INDUSTRIAL S	8 YD FEL	1	2
YOUNG SUPPLY CO	1200 ROSEWOOD	4 YD FEL	1	1
ANN ARBOR SEOUL GARDEN	3125 BOARDWALK DR	8 YD FEL	1	2
STATE PACKARD LLC	640 PACKARD	8 YD FEL	1	2
CRANBROOK TOWERS	2901 NORTHBROOK	4 YD FEL COMPACTOR	3	2
HANTZ GROUP	2400 GREEN RD	4 YD FEL	1	1
LIGHT HALL	3378 WASHTENAW	8 YD FEL	1	1
ZINGERMANS ROADHOUSE	2501 JACKSON	8 YD FEL	1	4

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
SUBARU RESEARCH AND DESIGN	3995 RESEARCH PARK DR	8 YD FEL	1	1
COURTYARD BY MARRIOTT	3205 BOARDWALK	8 YD FEL	2	2
RADIANT CHURCH	410 MAPLE RD S	4 YD FEL	1	1
CIRCLE K 6301	1420 STADIUM E	8 YD FEL	1	3
MONGOLIAN BBQ ANN ARBOR	200 MAIN ST S	3 YD FEL	1	6
INDOOR COMFORT	416 HURON W	5 YD FEL	1	1
AXEL PRODUCTS	2255 INDUSTRIAL S	4 YD FEL	1	1
U OF M CREDIT UNION	340 HURON E	8 YD FEL	1	1
AMVEST PROPERTY	552 MAIN ST S	6 YD FEL	1	1
ANGELOS RESTAURANT	1100 CATHERINE	6 YD FEL	1	1
AMF BOWLING ALLEYS	1950 INDUSTRIAL HWY S	6 YD FEL	1	2
ROSS BEAKES STREET BODY SHOP	314 ANN ST W	6 YD FEL	1	2
HURON VALLEY PROFESSIONAL CNTR	2074 MAIN S	8 YD FEL	1	1
SIGNS BY TOMORROW	3965 VARSITY DR	2 YD FEL	1	1
RED ROBIN	575 BRIARWOOD CIR	8 YD FEL	1	2
GALLERIA MARKET INC	3111 PACKARD RD	8 YD FEL	1	1
COURTHOUSE SQUARE	100 4TH AVE S	3 YD FEL COMPACTOR	1	1
COURTHOUSE SQUARE	100 4TH AVE S	6 YD FEL	1	1
BLACK AND VEATCH	3550 GREEN CT	6 YD FEL	1	2
STATE STREET AREA ASSOCIATION	1 RED HAWK ALLEY	8 YD FEL COMPACTOR	1	6
BANK OF AMERICA M18-045	2630 JACKSON AVE	2 YD FEL	1	1
REMAX PLATINUM	325 EISENHOWER W	2 YD FEL	1	1
BACCHUS ASSOCIATES LLC	2500 PACKARD	8 YD FEL	1	1
ANN ARBOR GOLF AND OUTING	400 STADIUM E	6 YD FEL	1	2
C M B GEDDES HILL APTS	1700 GEDDES	8 YD FEL	1	2
C M B CARRIAGE HOUSE APTS	1224 WASHTENAW CT	6 YD FEL	1	2
COURTYARD SHOPS	1701 PLYMOUTH	6 YD FEL	1	4
COURTYARD SHOPS	1701 PLYMOUTH	8 YD FEL	2	4
C M B PROPERTY MANAGEMENT	2565 MILLER RD	8 YD FEL	1	2
C M B PROPERTIES	205 STATE ST S	4 YD FEL	1	3
GOOD TIME CHARLEY'S	1140 UNIVERSITY S	4 YD FEL	1	5
COLONIAL AMOCO	3550 PLYMOUTH RD	8 YD FEL	1	1
BOMBAY GROCER'S	3010 PACKARD	6 YD FEL	1	2
CHURCH STREET INVESTMENTS	611 CHURCH ST	6 YD FEL COMPACTOR	1	6
CHURCH STREET INVESTMENTS	611 CHURCH ST	6YD FEL CMPCTR LSE WITH SVC	1	0
BOARDWALK COMMERCE PARK ASSOCI	2875 BOARDWALK ST	6 YD FEL	1	1
ANN ARBOR MUFFLER	2333 JACKSON AVE	8 YD FEL	1	2
DOWNTOWN HOME AND GARDEN	210 ASHLEY S	6 YD FEL	1	3
EASTHAVEN ANIMAL HOSPITAL	2140 HURON PKWY S	8 YD FEL	1	1
YSPLF LLC	1240 JEWETT ST	6 YD FEL	1	1
HARPER, HERB	2200 INDUSTRIAL S	6 YD FEL	1	2
PANDA CHINESE	3020 PACKARD	2 YD FEL	1	1
WRE1915 LLC	1935 PAULINE	6 YD FEL	4	1
BROADWAY SQUARE LLC	1750 PLYMOUTH RD	8 YD FEL	1	3
MOE'S SOUTHWEST GRILL	857 EISENHOWER PKWY W	8 YD FEL	1	1
WATERWORKS PLAZA	3135 STATE ST S	8 YD FEL	2	1
DUSTY'S COLLISION	2310 S INDUSTRIAL HWY	8 YD FEL	1	3
WOLVERINE STATE BREWING CO	2019 STADIUM BLVD W	6 YD FEL	1	1
CABRIO PROPERTIES	617 DETROIT ST	4 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
ANN ARBOR AUTO PARTS	2331 S INDUSTRIAL HWY	6 YD FEL	1	1
MS BOIWORK	3950 VARSITY	4 YD FEL	1	1
OFFICE MAX 631	3765 WASHTENAW	6 YD FEL	1	1
FOUNDRY LOFTS ANN ARBOR	413 E HURON ST	4 YD FEL COMPACTOR	4	2
VINOLOGY	110 MAIN ST S	2 YD FEL	1	2
CAFE ZOLA	112 W WASHINGTON ST	2 YD FEL	1	4
HAMPTON INN AND SUITES ANN ARB	2910 JACKSON AVE	8 YD FEL	1	2
121 W KINGSLEY	121 W KINGSLEY ST	4 YD FEL	1	1
DELTA PHI EPSILON	1414 WASHTENAW AVE	8 YD FEL	1	1
DUNHAM'S SPORTS	217 MAPLE ST N	6 YD FEL	1	2
PENSKE TRUCK LEASING	1621 PLYMOUTH RD	2 YD FEL	1	1
JESTREAM MECHANICAL	808 PHOENIX DR	6 YD FEL	1	1
JIMMY JOHNS 48	3945 S STATE RD	4 YD FEL	1	4
WRE310 LLC	310 MILLER AVE	6 YD FEL	1	1
PARKHURST SERVICES	2394 WINEWOOD AVE	6 YD FEL	1	1
TROPICAL SMOOTHIE CAFE	3400 WASHTENAW AVE	8 YD FEL	1	3
HOME GOODS	215 N MAPLE RD	8 YD FEL	2	4
AMERICAN TOOLING AND PROTOTYPE	824 PHOENIX DR	4 YD FEL	1	1
STAYBRIDGE SUITES	3850 RESEARCH PARK DR	8 YD FEL	1	3
FIVE BELOW INC	345 MAPLE RD N	8 YD FEL	1	1
TRADER JOES	2398 STADIUM E	8 YD FEL	1	6
PLATT CONVENIENCE	2995 PACKARD	8 YD FEL	1	1
CSC/BRIMMOR/MAPLE VILLAGE (CAR	343 MAPLE RD N	6 YD FEL	1	1
GMET COMMUNICATION LLC	2141 W STADIUM BLVD	2 YD FEL	1	1
CSC/BRIMMOR/MAPLE VILLAGE SC (2570 JACKSON AVE	2 YD FEL	1	2
COMMERCIAL SERVICES	2385 E ELLSWORTH RD	6 YD FEL	1	1
APARTMENTS	1022 FOREST AVE S	6 YD FEL	1	1
APARTMENTS	515 WALNUT ST	6 YD FEL	2	1
APARTMENTS	525 WALNUT ST	6 YD FEL	1	1
FRATERNITY	1345 WASHTENAW AVE	6 YD FEL	1	1
ALPHA CHI OMEGA SORORITY	1212 HILL ST	6 YD FEL	1	1
STATE STREET APARTMENTS	815 S STATE ST	6 YD FEL	1	1
FOREST POST APARTMENTS	912 FOREST AVE S	6 YD FEL	2	1
APARTMENTS	820 MCKINLEY AVE	6 YD FEL	1	1
ST GEORGE INC	3060 PACKARD ST	4 YD FEL	1	1
EXTENDED STAY AMERICA	3265 BOARDWALK ST	8 YD FEL	1	2
EXTENDED STAY AMERICA	1501 BRIARWOOD CIR	8 YD FEL	1	3
URSA ACADEMY / RIBEIRO JIU JIT	3981 VARSITY DR	4 YD FEL	1	1
TJ MAX	2467 STADIUM W	8 YD FEL	1	6
CHURCH STREET APARTMENT	904 CHURCH ST	6 YD FEL	1	2
AA PROB XIII, LTD	909 CHURCH ST	6 YD FEL	1	1
UM PRESBYTERIAN COR	921 CHURCH ST	6 YD FEL	1	1
JAMES SMILEY	1106 OAKLAND AVE	6 YD FEL	1	1
LEAH TAUBITZ	904 FOREST S	6 YD FEL	1	1
ZOLLER INC	3900 RESEARCH PARK DR	6 YD FEL	1	1
TAKAHARV YAMAKAWA	1127 CHURCH ST	6 YD FEL	1	1
410 FIRST CONDOMINIUM ASSOCIAT	410 N 1ST ST	4 YD FEL	1	1
411 LOFTS	411 E WASHINGTON ST	2 YD FEL COMPACTOR	1	2
411 LOFTS	411 E WASHINGTON ST	8 YD FEL	1	3

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
THE GEORGE APARTMENTS	2502 PACKARD ST	2 YD FEL	4	3
BRE COMERICA MI - 068 STADIUM	1969 STADIUM W	2 YD FEL	1	1
TOWNIES BREWERY	2300 W LIBERTY ST	4 YD FEL	1	1
MICROTECH ENDOSCOPY	2855 BOARDWALK	8 YD FEL	1	2
111 S MAIN ST LLC	111 MAIN ST S	2 YD FEL	1	1
THE COURTYARD STUDENT APARTMEN	1780 BROADWAY ST	2 YD FEL COMPACTOR	3	3
COMERICA BANK 89432 CBRE	3305 WASHTENAW AVE	2 YD FEL	1	1
PSI LABS	3970 VARSITY	2 YD FEL	1	1
WASHTENAW INTERMEDIATE SCHOOL	3980 RESEARCH PARK	8 YD FEL	1	2
ANN ARBOR T-SHIRT COMPANY	505 S MAPLE RD	8 YD FEL	1	4
MOTORCITY BICYCLE	3162 PACKARD ST	2 YD FEL	1	1
JBD ANN ARBOR, LLC	209 S MAIN ST	3 YD FEL	2	2
PIZZA HOUSE	611 E UNIVERSITY AVE	4 YD FEL	3	3
SWEETWATERS COFFEE AND TEA	123 W WASHINGTON ST	4 YD FEL	1	2
SIX 11	611 E UNIVERSITY AVE	2 YD FEL COMPACTOR	3	3
THE YARD APARTMENTS	615 S MAIN ST	2 YD FEL COMPACTOR	2	6
ALDI INC	2340 DEXTER AVE	8 YD FEL	1	2
ARBOR DENTAL	3201 E EISENHOWER PKWY	4 YD FEL	1	1
NEW OAKLAND FAMILY CENTER	501 N MAPLE RD	8 YD FEL	1	1
ANN ARBOR HUB	603 E HURON ST	2 YD FEL COMPACTOR	3	3
ULTA - ANN ARBOR	215 N MAPLE RD STE E	6 YD FEL	1	2
ABDELHALIM BENGHIL	2263 W LIBERTY ST	2 YD FEL	1	1
LA FITNESS	155 N MAPLE RD	4 YD FEL	1	3
7-11	413 E HURON ST	4 YD FEL	1	1
ANNA'S HOUSE	445 E EISENHOWER PKWY	8 YD FEL	1	1
WILD POKE	413 E HURON ST STE C	4 YD FEL	1	1
JIMMY JOHNS	342 S STATE ST	3 YD FEL	1	6
HOLIDAY INN NORTH CAMPUS	3600 PLYMOUTH RD	8 YD FEL	1	2
LEWAN BOXING ANN ARBOR, LLC	2115 W STADIUM BLVD	2 YD FEL	1	1
SUBWAY	3384 WASHTENAW AVE	2 YD FEL	1	1
BALMORAL PARK CONDO	124 W OAKBROOK DR	6 YD FEL	2	1
EPAK INC	3928 VARSITY DR	2 YD FEL	1	1
PRETZEL BELL	226 S MAIN ST	3 YD FEL	1	2
220 MAIN LLC	220 S MAIN ST	3 YD FEL	1	2
CORELIFE EATERY	205 N MAPLE RD	8 YD FEL	1	6
AL REFRACTION	113 W WASHINGTON ST	3 YD FEL	1	1
TOARMINA	2145 W STADIUM BLVD	6 YD FEL	1	1
DOLLAR TREE	301 N MAPLE RD	4 YD FEL	1	1
WEST STADIUM LLS	2275 W STADIUM BLVD	6 YD FEL	1	2
GARDNER WHITE	3725 WASHTENAW AVE	6 YD FEL COMPACTOR	1	2
LITTLE CEASERS	3000 PACKARD ST	6 YD FEL	1	2
EVERSIGHT	3985 RESEARCH PARK DR	8 YD FEL	1	1
KINGSLEY CONDOS	218 KINGSLEY W	2 YD FEL	2	2
SOUTH UNIVERSITY NORTH LLC	1107 S UNIVERSITY	2 YD FEL COMPACTOR	2	2
SOUTH UNIVERSITY NORTH LLC	1107 S UNIVERSITY	2 YD FEL	1	6
SOUTH UNIVERSITY NORTH LLC	1107 S UNIVERSITY	2 YD FEL	2	6
GRAGAGREEN	615 E UNIVERSITY AVE	4 YD FEL	1	2
BAKER STREET PROPERTIES, LLC	723 S MAIN ST	6 YD FEL	1	1
REGENTS FIELD	204 S MAIN ST	3 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
PROFILE BY SANFORD	215 N MAPLE RD	6 YD FEL	1	2
J KELLER PROPERTIES	2455 S MAIN ST	8 YD FEL	1	1
PETPEOPLE	960 W EISENHOWER PKWY	6 YD FEL	1	1
DELTA CHI FRATERNITY	1705 HILL ST	6 YD FEL	1	1
RITE AID	2781 PLYMOUTH RD	6 YD FEL	1	1
SMOOTHIE KING	2635 JACKSON AVE	8 YD FEL	1	3
KTC	2241 W LIBERTY ST	8 YD FEL	1	1
PHI ALUMNI CORP	1000 HILL ST	6 YD FEL	1	1
CREATIVE WINDOWS	2216 S INDUSTRIAL HWY	8 YD FEL	1	1
X GOLF	325 N MAPLE RD	2 YD FEL	1	1
HOLIDAY INN	3853 RESEARCH PARK DR	8 YD FEL	1	2
HURON VILLAGE	3217 WASHTENAW AVE	6 YD FEL	1	5
SPEARS FIRE AND SAFETY SERVICE	3901 VARSITY DR	2 YD FEL	1	2
BALFOUR ANN ARBOR	2830 S MAIN ST	6 YD FEL	2	2
Z PLACE APARTMENTS	619 E UNIVERSITY AVE	2 YD FEL	3	2
PANERA BREAD	903 W EISENHOWER PKWY	8 YD FEL	1	3
AMERITECH VARSITY M65122	3845 VARSITY DR	6 YD FEL	1	3
LATAQUERIA	301 S MAIN ST	3 YD FEL	1	1
CLOVER CONSTRUCTION SERVICES I	858 PHOENIX DR	2 YD FEL	1	1
315-317 SMS LLC	315 S MAIN ST	4 YD FEL	1	1
MY SALON SUITE	820 W EISENHOWER PKWY	8 YD FEL	1	1
AMERICAN HOME FITNESS	221 N MAPLE RD	6 YD FEL	1	1
PI KAPPA PHI	903 LINCOLN AVE	6 YD FEL	1	1
GYPSUM SUPPLY	1380 N MAIN ST	8 YD FEL	1	2
SHERWIN WILLIAMS-CRANBROOK VIL	938 W EISENHOWER	6 YD FEL	1	1
MATTRESS FIRM	980 W EISENHOWER PKWY	4 YD FEL COMPACTOR	1	3
CHOPSTICKS-CRANBROOK VILLAGE	882 W EISENHOWER PKWY	8 YD FEL	1	3
THE SQUIGGLE ROOM	100 OAKBROOK DR	6 YD FEL	1	1
AROMA INDIAN CUISINE	221 W LIBERTY ST	6 YD FEL	1	1
UPS STORE	2531 JACKSON AVE	2 YD FEL	1	1
COLONIAL LANES PLAZA	1952 S INDUSTRIAL HWY	2 YD FEL	1	1
COLONIAL LANES PLAZA	1952 S INDUSTRIAL HWY	6 YD FEL	1	3
COLONIAL LANES PLAZA	1952 S INDUSTRIAL HWY	6 YD FEL	5	3
MORNINGSIDE BROADWAY LLC	1200 BROADWAY ST	2 YD FEL COMPACTOR	3	5
OVERHEAD DOOR COMPANY OF AA	834 PHOENIX DR	6 YD FEL	1	1
AA HOUSING COMMISSION	600 W HURON ST	4 YD FEL	6	1
WEST ARBOR	717 N MAPLE RD	6 YD FEL	4	1
BATH AND BODY WORKS	3531 WASHTENAW AVE	8 YD FEL	1	3
COVAL FITNESS & SPORTS	834 PHOENIX DR STE B	2 YD FEL	1	1
P+F AMERICAS	830 PHOENIX DR	4 YD FEL	1	1
HOOVER GREENE OWNER, LLC	950 GREENE ST	4 YD FEL COMPACTOR	2	1
BOB'S DISCOUNT FURNITURE	890 W EISENHOWER PKWY	6 YD FEL	1	1
RDA	3930 VARSITY DR	4 YD FEL	1	1
JP MORGAN CHASE 862176	1501 STADIUM BLVD E	4 YD FEL	1	1
SELECT SMOKE 3	1912 STADIUM W	8 YD FEL	1	1
PLANET ENVIRONMENTAL	3005 PACKARD ST	2 YD FEL	1	1
COOKIE CRUMBLE	215 N MAPLE RD	2 YD FEL	1	1
WAGS TO WHISKERS	2270 W STADIUM BLVD	4 YD FEL	1	1
SIGMA CHI THETA THETA	548 S STATE ST	4 YD FEL	1	1

Property Name	Address	Type of Container	Quantity	Total Weekly Tips
SIGMA DELTA TAU	1405 HILL ST	6 YD FEL	1	1
BETA ETA CHAPTER OF ALPHA DELT	722 S FOREST AVE	6 YD FEL	1	1
ALPHA PHI SORORITY	1830 HILL ST	6 YD FEL	1	1
ALPHA EPSILON FRATERNITY	1205 HILL ST	6 YD FEL	1	1
THE ONE ANN ARBOR	2601 PONTIAC TRAIL	8 YD FEL	7	1
212 S FOURTH AVE, LLC	212 S 4TH AVE	4 YD FEL	1	2
OLIVE GARDEN	445 E EISENHOWER PKWY	8 YD FEL	1	6
BAKEHOUSE 46	116 E LIBERTY ST	3 YD FEL	1	3
ABBOTT STREET AUTO	2470 W STADIUM BLVD	4 YD FEL	1	1
TRINITY LUTHERAN CHURCH	1400 W STADIUM BLVD	2 YD FEL	1	1
JP MORGAN	100 S MAIN ST	2 YD FEL	1	1

**Current Location of All
City of Ann Arbor
Pedestrian Containers**

Intersection	Total Deployment			
	Trash	Recycle	Big Belly Trash	Big Belly Recycle

Area 1

5th & Catherine	2	0	0	0
5th & Kingsley	1	0	0	0
5th & Detroit	0	0	2	2
4th & Kingsley	0	0	0	0
Detroit & Kingsley	0	0	0	0
Mid-block 4th (Kingsley to Catherine)	1	0	0	0
Mid-block 5th (Community High)	0	0	1	1
Detroit & Catherine	1	0	0	0
4th & Catherine	2	1	0	0
Miller & Main	1	0	0	0
Miller & Ashley	0	0	0	0
1st & Miller	0	0	0	0
1st & Ann	0	0	0	0
Ann & Ashley	0	0	0	0
Main & Kingsley & Beakes St.	0	0	0	0

Area 2

Ann & Main	2	0	0	0
5th & Ann	0	0	0	0
<u>Mid-block 5th (Fire Dept)</u>	0	0	0	0
1st & Huron	0	0	0	0
Huron & Main	2	0	0	0
5th & Huron	2	0	0	0
4th & Huron	2	0	0	0
Huron & Ashley	0	0	0	0

4th & Ann	0	0	0	0
3rd/Chapin & Huron	0	0	0	0
Huron & Division	0	0	0	0

Area 3

1st & Washington	2	0	0	0
Washington & Ashley	2	1	0	0
Washington & Main	3	2	0	0
1st & Liberty	0	0	0	0
1st & William	0	0	0	0
William & Ashley	0	0	0	0
Washington & Chopin	0	0	0	0
Liberty & Ashley	1	0	0	0
Liberty & Main	2	1	0	0
Jefferson & Main	0	0	0	0
Main & Packard	0	0	0	0
Mid-block Main (Liberty to William)	1	0	1	1
William & Main	1	1	0	0

Area 4

4th & Washington	3	2	0	0
5th & Washington	1	0	0	0
4th & Liberty	2	1	0	0
Mid-block Liberty (Federal Building)	1	1	0	0
5th & Liberty	2	0	0	0
Mid-block Liberty (5th to Division, 325 Liberty)	1	0	0	0
4th & William	0	0	0	0
5th & William	0	0	0	0

Area 5

Washington & Division	0	0	0	0
Liberty & Division	2	2	0	0
Liberty & Thompson	3	2	0	0
Mid-block Liberty (Thompson to Maynard, 505 Liberty)	2	0	0	0
William & Division	2	2	0	0
Thompson & William	1	0	0	0

Area 6

Washington & State	2	1	0	0
Washington & Thayer	0	0	0	0
Huron & State	0	0	0	0
Maynard & Liberty	1	0	2	2
State & Liberty	4	1	0	0
Mid-block Maynard (Liberty to William)	0	0	0	0
State & N. University	3	1	0	0
S. Thayer & N. University	0	0	0	0
William & Maynard	2	0	0	0
5th & William	1	0	0	0
State & William	0	0	1	1

Area 7

South U. & East U.	2	0	0	0
South U. & Church	1	0	1	1
Mid-block Church (Willard to S.U., 611 & 616 Church)	2	0	0	0
Mid-block South U. (Forest to Washtenaw)	0	0	0	0
East U. & Willard	1	0	0	0
Church & Willard	1	0	0	0

Area 8

South U. & Forest	1	1	1	0
South U. & Washtenaw	2	0	0	0
Willard & Forest	1	0	0	0
Totals	72	20	9	8

**Powerpoint Presentation:
RFP # 22-44
Commercial Solid Waste Franchise Collection
Pre-Proposal Meeting
June 1, 2022**

Things to Know

- You can leave and rejoin the meeting at any time (unless the meeting is at capacity or you are removed for inappropriate behavior).
- Time for questions and discussion will follow a brief presentation.
- All attendees are muted (instructions to unmute will be covered).
- Video and screen share are disabled for attendees.



Pre-Proposal Meeting for: RFP # 22-44 Commercial Solid Waste Franchise Collection

City of Ann Arbor



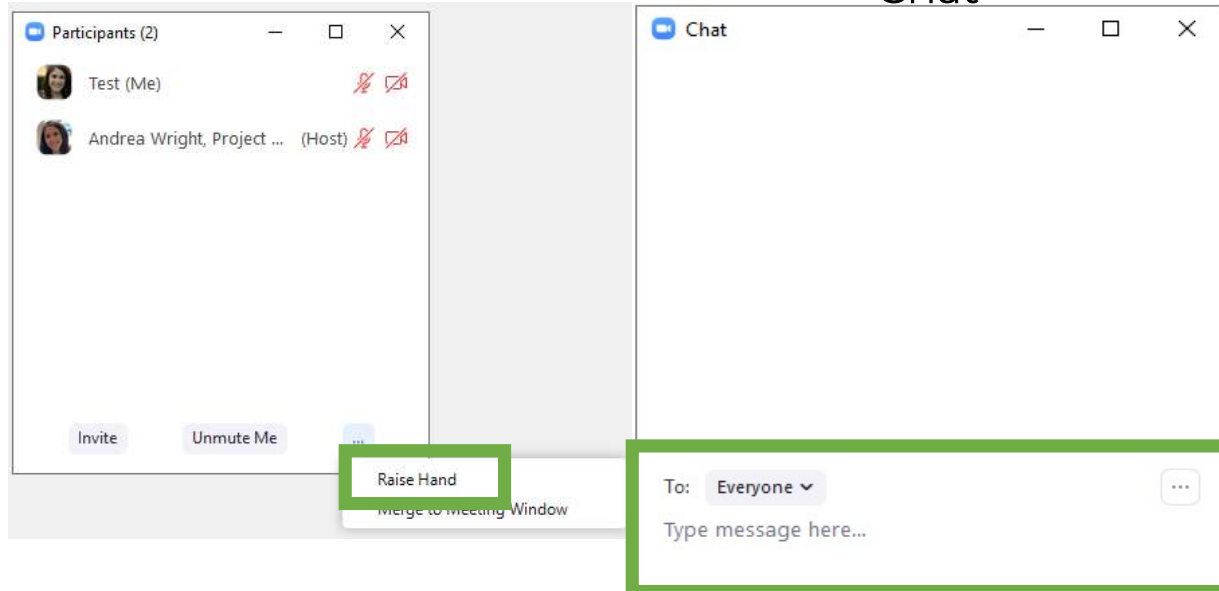
Technology Overview

Ask a Question or Share a Comment

Computer

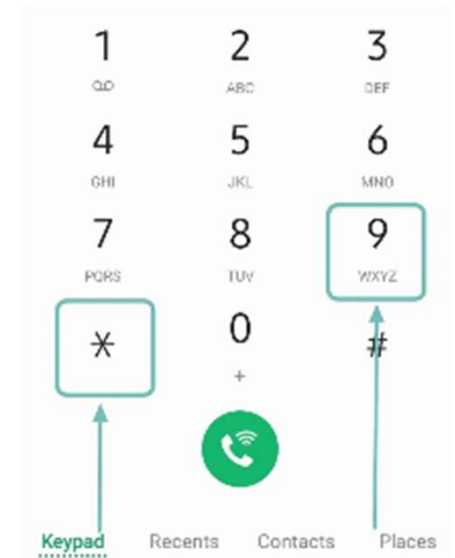
Raise Hand to Speak

Chat



Phone

- Select *9 to raise your hand
- You will be identified by the last 3 digits of your phone number





Meeting Guidelines

- Raise your hand and be recognized to speak; there will be one speaker at a time.
- When speaking, please move to a quiet area and silence any background sounds.
- Speak loud and clearly.
- Everyone will be provided a chance to speak before a repeat speaker.

Pre-Proposal Meeting for: RFP # 22-44 Commercial Solid Waste Franchise Collection



City of Ann Arbor

Wednesday June 1, 2022

Pre-Proposal Meeting Agenda

- Opening Remarks

All information presented is found in official RFP document, and the RFP document is the official record of information about and regarding this solicitation.

- Instructions on Signing In

Enter into Chat – Name, Company, Phone, Email

- Solicitation Overview
- Project Scope and Overview
- Questions/Answers



Solicitation Overview

The City of Ann Arbor is issuing this Request for Proposal seeking one franchised hauler to collect refuse, optional subscription-based compost, and as-needed bulky waste and illegal dumping from commercial locations and multifamily locations within the city limits. The City is seeking to select a franchised hauler that will provide these collection services for two service areas: 1) Downtown and 2) Outside the Downtown.

The RFP is also seeking the same franchised hauler to provide superior customer service and proposed methods to help the City reach its A2ZERO climate neutrality goals. The ultimate goals of this RFP are to meet or exceed environmental goals, customer expectations for customer service excellence, adhere to City Council directives, and provide efficient and effective solid waste management services.

Proposal due date: Thursday June 30, 2022, by 2:00 p.m. (Eastern Time)

Solicitation Schedule

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	June 6, 2022, 10:00 a.m.
Addenda Published (if needed)	Week of June 6, 2022
Proposal Due Date	June 30, 2022, 2:00 p.m. (Local Time)
Tentative Interviews (if needed)	Week of July 18, 2022
Selection/Negotiations	August 2022
Expected City Council Authorizations	October / November 2022

The above schedule is for information purposes only and is subject to change at the City's discretion.

Questions and Clarifications

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before June 6, 2022 at 10:00 a.m., and should be addressed as follows:

- Scope of Work/Proposal Content questions shall be e-mailed to:
Sarah Mason, Resource Recovery Manager - SMason@a2gov.org
- RFP Process and Compliance questions shall be e-mailed to:
Colin Spencer, Buyer - CSpencer@a2gov.org

Additional Information and Specifications Changes

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

Submittal Instructions

All proposals are due and must be delivered to the City on or before, June 30, 2022 at 2:00 p.m. (local time).

Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

one (1) original proposal

three (3) additional proposal copies

one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

two (2) copies of the fee proposal

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted should be clearly marked: **“RFP No. 22-44 – Commercial Solid Waste Franchise Collection”** and list the offeror’s name and address.

Proposals must be addressed and delivered to:

City of Ann Arbor

c/o Customer Service

301 East Huron Street

Ann Arbor, MI 48107

Refer to RFP #22-44 for additional submittal requirements.

Proposal Format

Offerors should organize Proposals into the following Sections:

- Professional Qualifications
- Proposed Work Plan
- Customer Service Plan
- Sustainability Plan
- Fee Proposal (include in a separate sealed envelope clearly marked “Fee Proposal”)
- Authorized Negotiator
- Attachments- the following must be completed and returned with the proposal.
 - Legal Status of Offeror
 - Conflict of Interest Form,
 - Living Wage Compliance Form, and the
 - Non-Discrimination Form

Evaluation and Selection Process

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

- Professional Qualifications – 20 points
- Proposed Work Plan – 20 points
- Customer Service Plan – 20 points
- Sustainability Plan – 15 points
- Fee Proposal – 25 points

A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of July 18, 2022**. Offeror must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

Project Scope and Overview

See RFP #22-44 Commercial Solid Waste Franchise Collection

The intent and purpose of this solicitation is for the City to contract for commercial and select multifamily refuse collections as well as optional subscription-based compost, and as-needed bulky waste and illegal dumping collections for these customers to a single franchised hauler. Multifamily collections included in this RFP are all collections at locations where the customer rents the container from the franchised hauler and collections more than once per week at locations where the customer owns the container, as the City provides one tip per week for customers that own the container. **The City is seeking to select a franchised hauler that will provide these collection services for two service areas: 1) Downtown and 2) Outside of the Downtown.** A map outlining the approximate service area boundaries is included in Attachment A – Service Area Boundaries. These service areas are subject to change.

The proposal is also seeking the same franchised hauler to provide superior customer service and proposed methods to help reach the City's climate and sustainability goals.

The ultimate goals of this RFP are to meet or exceed environmental goals, customer expectations for customer service excellence, adhere to City Council directives, and provide efficient and effective solid waste management services.

Questions and Answers

Reminder that all questions must be submitted in writing via email to the correct contact below by **June 6, 2022 at 10am** to be answered and included in this RFP process.

- Scope of Work/Proposal Content questions shall be e-mailed to:
Sarah Mason, Resource Recovery Manager - SMason@a2gov.org
- RFP Process and Compliance questions shall be e-mailed to:
Colin Spencer, Buyer - CSpencer@a2gov.org



THANK YOU

**Attendance Record:
RFP # 22-44
Commercial Solid Waste Franchise Collection
Pre-Proposal Meeting
June 1, 2022**

Attendance Record
Wednesday June 1, 2022 at 10:00am Eastern

RFP # 22-44 Commercial Solid Waste Franchise Collection
Pre-Proposal Meeting

Name	Company	Email	Phone
<i>Sarah Mason</i>	City of Ann Arbor	smason@a2gov.org	734.794.6350
<i>Molly Maciejewski</i>	City of Ann Arbor	mmaciejewski@a2gov.org	734.794.6350
<i>Tom Oldakowski</i>	City of Ann Arbor	toldakowski@a2gov.org	734.794.6350
<i>Bill Whitley</i>	My Green Michigan	bill@mygreenmi.com	586-899-7500
<i>Jennifer McCullen</i>	My Green Michigan	jennifer@mygreenmi.com	517-899-0102
<i>Scott Cabauatan</i>	Republic Services	scabauatan@republicservices.com	734.564.9722
<i>Alex Danovitch</i>	Nothing Left to Waste, LLC	alexdl@nl2w.com	484-326-2886
<i>Brian Conaway</i>	Waste Management of Michigan, Inc.	bconaway@wm.com	248-640-8754
<i>Darrek Meyer</i>	Waste Management of Michigan, Inc.	dmeyer1@wm.com	
<i>Doug Reams</i>	Waste Management of Michigan, Inc.	dreams@wm.com	

**Operating and Management Contract
Between the City of Ann Arbor and
WeCare Denali, LLC
For the City of Ann Arbor Compost Facility**

**OPERATING AND MANAGEMENT CONTRACT
BETWEEN THE CITY OF ANN ARBOR AND
WECARE DENALI, LLC, FOR
THE CITY OF ANN ARBOR COMPOST FACILITY**

This Operating and Management Contract ("Contract") is entered into on the 19 day of December, 2017, between the City of Ann Arbor, a Michigan Municipal Corporation, 301 E. Huron, Ann Arbor, Michigan 48107 ("City"), and WeCare Denali LLC, 3308 Bernice Ave Russellville, AR 72802 ("Contractor").

RECITALS

In consideration of the mutual premises set forth below, the Contractor and the City agree as follows:

ARTICLE I: DEFINITIONS

Section 1.01: Definitions

For purposes of this Contract, the following words and phrases shall be given the following respective meanings:

"Business Day" means any Day occurring on Monday through Friday, except City Holidays.

"Compostable Material" means leaves, brush, tree limbs up to 6 inches in diameter and 4 feet in length, vegetative prunings, Christmas trees, 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.

"Compostable Manmade Material" means material that 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 these requirements, materials must meet one or more 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); or
- (d) The product packaging or the specific product meets the Compost Manufacturers Alliance specification for compostable materials.

Compostable Manmade Material also must be 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.

"Compost Site" means City-owned composting facility located at 4150 Platt Road, Ann Arbor, Michigan, including the Compost Maintenance Building.

"Contract Date" means the date of the signing of this Contract by the Parties.

"Contractors" means any contractor, subcontractor, and suppliers or material providers hired by Contractor.

"Event of Default" means any one of more of those events described in Article XII.

"Food Waste" means food and food by-products that are deemed acceptable to process on the Compost Site by the Michigan Department of Environmental Quality, and as further defined in City regulations.

"Hazardous Waste" means any material or substance that is not Compostable Material and which, as of the Contract Date, and for the duration of this Operating and Management Contract (adopting any future changes in the statutory definitions of the following statutes or regulations or any newly promulgated statutes or regulations), and by reason of its composition or characteristics is (a) hazardous waste, substance or material as defined in the Solid Waste Disposal Act, 42 USC §6901 et seq., as amended, replaced or superseded, and the regulations implementing same, or (b) material the disposal of which is regulated by the Toxic Substances Control Act, 15 USC §2601, et seq., as amended, replaced or superseded, and the regulations implementing same, (c) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954, (d) hazardous waste substance or material as defined in the Comprehensive Environmental Response, Compensation and liability Act of 1980, 42 USC §6901 et seq. as amended, replaced or superseded, and the regulations implementing same or (e) treated as hazardous waste or substance or material under applicable Federal, State or local law. If any governmental agency or unit having appropriate jurisdiction shall determine that substances are hazardous or harmful to health when Processed at the Compost Site, then thereafter any substances or materials shall be Hazardous Waste for purposes of this Contract.

"Infectious Waste" means any of the following when not Compostable Material and not generated from a household or from a farm operation or agricultural business: (1) cultures and stocks of infectious agents and associated biologicals, including laboratory waste, biological production wastes, discarded live and attenuated vaccines, culture dishes, and related devices; (2) liquid human and animal waste, including blood and blood products and body fluids, but not including urine or materials stained with blood or body fluids; (3) pathological waste; (4) sharps; (5) contaminated wastes from animals that have been exposed to agents infectious to humans, these being primarily research animals, and (6) waste treated as Infectious Waste pursuant to Federal, State or local laws. If any governmental agency or unit having appropriate jurisdiction shall determine that substances are infectious then thereafter any substance shall be Infectious Waste for purposes of this Contract.

"Merchant Organics" means Compostable Material that is sourced by the Contractor from generators other than the City.

"Party" or "Parties" means either the City or the Contractor, as the context of the usage of the term may require.

"Products" means finished compost or mulch.

"Registered City Representative" means any City employee, office or agent formally registered with the Contractor as a representative of the City with reasonable knowledge of Compost Site tour procedures.

"Revenue" means revenue generated by the sale of finished products made at the composting site.

"Solid Waste" means all solid materials or substances that are not Compostable Material and that are generally discarded or rejected as being spent, useless, worthless, or valueless to the owners at the time of the discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, demolition and other construction debris; excluding Hazardous Waste and Infectious Waste.

"Sludge" means any solid or semisolid waste that is generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility. "Sludge" also includes any other semisolid industrial waste.

"Subcontractor" means any subcontractor hired directly by Contractor.

"Tipping Fee" or "Tip fee" means the fees charged for Compostable Material tipped at the Compost Site.

"Uncontrollable Circumstance" means:

(a) A catastrophe such as an act of God, hurricane, tornado, epidemic, landslide, lightning, earthquake, fire or explosion not caused by Contractor Fault or City Fault, flood or similar occurrence, an act of public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage, or similar occurrence;

(b) The order, or injunction or judgment of any federal, State, or local court, administrative agency or governmental body or officer with jurisdiction in the City, including any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; excepting decisions interpreting federal, State and local laws; provided, however, that the order or judgment shall not arise in connection with or be related to the negligent or willful action or inaction of the Party;

(c) A Change in Law; provided that a change in law is not an Uncontrollable Circumstance during any period the City chooses to exercise legally available challenges to the applicability of the law at its cost and expense and indemnify the Contractor for any fines, penalties or other costs of noncompliance with the provision;

(d) The denial of an application for, failure to issue, or suspension, termination, interruption, imposition of a new condition in connection with the renewal or failure of renewal on or after the Contract Date of any governmental Permit if such denial, suspension, termination, interruption, imposition or failure is not also the result of a wrongful or negligent act or omission or a lack of reasonable diligence of the Party asserting an Uncontrollable Circumstance, provided that the contesting in good faith of any such denial, suspension, termination, interruption, imposition or failure shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence; or

(e) The failure of any subcontractor or supplier to furnish materials or equipment for the System on the dates agreed to in connection with the performance of the Work if such failure is caused by an Uncontrollable Circumstance if and to the extent, and only so long as the affected party is not reasonably able to obtain substitute materials or equipment.

Section 1.02: Terms Generally

The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as the context may otherwise require.

Section 1.03: Notices Generally

Unless specifically provided elsewhere in this Contract, at least fifteen (15) days prior written notice shall be required to be given by one Party to the other Party of any breach of this Contract by the other Party or failure to fulfill any requirement of this Contract by a Party, in order to allow the Party receiving the notice to cure any breach, or to commence and diligently pursue the cure of any breach which cannot reasonably be cured during the fifteen- day period, or to allow the Party time to prepare for, question or contest the fact that any requirement of this Contract has not been fulfilled.

Section 1.04: Entirety of Contract

This Contract, including the Exhibits, RFP No. 17-25 to the extent incorporated by reference, and the Contractor's Proposal dated August 31, 2017, to the extent incorporated by reference, constitutes the entire Contract between the Contractor and the City with respect to the operation and maintenance of the Compost Site, including marketing and sales.

The terms and provisions of RFP No. 17-25, including all addenda, and the terms of Contractor's Proposal dated August 31, 2017, are incorporated as part of this Contract by reference; provided that in case of a conflict among the requirement(s) in any of the contract documents listed below, the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later:

- (1) Contract;
- (2) Addenda to RFP No. 17-25 in reverse chronological order;
- (3) RFP No.17-25;
- (4) Contractor's Proposal dated August 31, 2017.

ARTICLE II: SCOPE OF SERVICES, OWNERSHIP, OPERATION AND MAINTENANCE OF THE COMPOST SITE

Section 2.01: Overall Responsibilities

(a) Contractor shall, at its sole cost and expense, provide all management, supervision, personnel, materials, equipment, services, and supplies (other than Compostable Material after Acceptance) necessary to operate and maintain the Compost Site in accordance with the terms and provisions of this Contract, including in particular this Article II, and as set forth in attached Exhibit B,

Scope of Services. Contractor shall pay all utility costs including electricity, gas, water, sewer, telephone and internet.

(b) Contractor shall, at its sole cost and expense, market or cause to be marketed all Products in accordance with the terms and provisions of this Contract, including in particular this Article II, and as set forth in attached Exhibit B, Scope of Services.

(c) The Contractor will provide the City a copy of its Standard Operating Procedures (SOP) at the request of the City.

(d) Contractor shall prepare and submit, on its letterhead, a response to all compliance-related correspondence resulting from Contractor's operation and/or maintenance of the Compost Site, whether such correspondence is received by the Contractor or the City, during the term of the Contract. Copies of all associated correspondence will be provided by the Contractor to the City. Contractor will be solely responsible for payment of fines resulting from regulatory compliance violations issued for Compost Site operations and/or maintenance.

Section 2.02: Operating Hours - Receiving Hours, Processing Hours, Shipping Hours, and City Holidays

(a) Contractor shall keep the Compost Site open for the receipt of Compostable Material from 7:00 a.m. to 4:00 p.m. each Monday through Friday January through December, excluding City Holidays on which waste collection is not performed (including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day). Contractor shall keep the Compost Site open on Saturdays following City Holidays and as specified in Section 4.02(a).

(b) Contractor agrees to receive Compostable Material at the Compost Site at hours other than the hours specified in Section 2.05(a), if requested by the City. Contractor shall be paid for the Direct Costs of operating during the additional hours.

(c) Contractor may ship products to Purchasers at any time that a person designated by the City is on duty to weigh the shipment in accordance with Section 4.06 and that the shipment of the Products does not violate any State, local, municipal, or agency law, regulation, permit or ordinance restricting hours of Product shipment.

(d) Contractor may, after obtaining the prior approval of the City, ship Products to Purchasers when a City staff person is not on duty to weigh the shipment. In this event Contractor shall promptly provide to the City a verified weight ticket and corroborating weight record from the Purchaser.

Section 2.03: Compost Site Maintenance

Contractor will be responsible for full repair and maintenance to the City owned Compost Site, except for damage from Uncontrollable Circumstances. Repair and maintenance will be done in a timely basis. The City will conduct quarterly inspections to determine that repair and maintenance is being done properly.

Section 2.04: Maintenance of Entrance and Entrance Road; Maintenance of Compost Pad and Compost Facility

(a) The City will maintain the entrance and entrance roads on the City's property up to the Compost Site unless maintenance is required because of the acts or omissions of Contractor, reasonable wear and tear excepted.

(b) The Contractor shall provide for the proper grading and management of the compost pad to provide for proper drainage and accept the as-is condition of the compost facility.

Section 2.05: Storm Water Control

The contractor shall comply with the best management practices and requirements detailed in the City's Stormwater Pollution Prevention Plan (SWPPP), a copy of which is attached as Exhibit A. This plan is required by the Michigan Department of Environmental Quality as part of the City's NPDES Stormwater Permit. Contractor must comply with the inspection, reporting, training, record keeping and other requirements as detailed in the Plan, including its attached forms. In addition, the Contractor will be required to routinely inspect and maintain the inlets and outlets to the two detention ponds at the Compost Site. Inlets and Outlets must be kept free of debris that would restrict flow into or out of the pond.

Section 2.06: Litter Control

The Contractor shall operate the Compost Site in a manner which will limit the generation of litter to the greatest extent possible and shall take all steps necessary to collect and dispose of any litter generated by the Compost Site. At minimum, the Contractor shall perform once weekly fence line inspections and litter removal, with all litter patrols documented and records maintained for City review upon request. The Contractor shall maintain, at its sole cost and expense, a container on-site for litter and non-compostable materials. Any fine levied against the Compost Site operation for litter violations shall be promptly paid by Contractor.

ARTICLE III: TERM OF CONTRACT

Section 3.01: Life of Contract

The term of this Contract shall commence on January 29, 2018.

The term of the Contract is for five (5) years with an option for two (2) five-year renewals on the same terms. The option to renew shall be at the City's sole discretion, subject to agreement by the Contractor. The City shall give the Contractor notice that it wants to exercise the renewal option a minimum of 7 months prior to Contract expiration. The Contractor shall give the City notice of its agreement to the renewal within 30 days after receiving the City's notice.

**ARTICLE IV: DELIVERY, PROCESSING AND DISPOSITION OF
COMPOSTABLE MATERIAL**

Section 4.01: Compost Testing

Contractor will test finished compost according to the US Composting Council's STA standards. The cost of the compost testing will be the Contractor's responsibility. Contractor will promptly forward all test results to the City upon receipt of the results.

Section 4.02: MDEQ Reporting Requirements

Contractor will keep records as required by MDEQ. The City will have the ability to check these records upon request. Contractor will provide necessary information to City for completing annual MDEQ Composting Report, as well as MDEQ Facility Registration Form.

Section 4.05: Identification, Rejection, or Processing of Compostable Material Not Conforming to Solid Waste Rules and Regulations

(a) **Prior to Unloading:** Contractor, in its sole discretion, may inspect any vehicle delivering Compostable Material to the Compost Site. If during any vehicle inspection, Contractor determines that the vehicle is delivering Compostable Material not conforming to the Solid Waste Rules and Regulations, Contractor shall require hauler to remove the vehicle from the Compost Site. Contractor shall immediately notify the City of any rejection, stating the date and time of the rejection, the hauler and driver's name, the point of origin and the reason(s) for rejection and shall follow this with a report in writing of the same information delivered within two (2) days to the City.

(b1) **After Unloading - City Loads:** If a load of Compostable Material delivered by or on behalf of the City is unloaded at the Compost Site and Contractor determines that the load contains Solid Waste, Hazardous Waste, Infectious Waste, Sludge, or Compostable Material not conforming to Solid Waste Rules and Regulations, Contractor shall immediately notify the City's Solid Waste Manager, who shall confirm or deny Contractor's determination. If Contractor's determination is confirmed, the non-conforming portion of the load shall be disposed of and any Direct Costs associated with such disposal shall be charged to the City.

(b2) **After Unloading - Third Party Loads:** If a load of Compostable Material from a Third Party source is unloaded at the Compost Site and Contractor determines that the load contains Solid Waste, Hazardous Waste, Infectious Waste, Sludge, or Compostable Material not conforming to Solid Waste Rules and Regulations, Contractor shall immediately notify the City's Solid Waste Manager. The non-conforming portion of the load shall be disposed of. Any costs associated with such disposal shall not be the responsibility of the City.

(c) Nothing in this Contract shall be construed to mean that receiving Compostable Material, or the inadvertent receipt of Solid Waste, Rejected Materials, Hazardous Waste or Infectious Waste at the Compost Site, creates on the part of the City or the Contractor any ownership interest in, or confers on the City or the Contractor any title to, Compostable Material, Solid Waste, Rejected Materials, Hazardous Waste or Infectious Waste.

(d) **Inadvertent Deliveries of Non-Compostable Material:** The City shall use reasonable efforts to deliver or cause to be delivered to the Compost Site only Compostable Material. However, the

Parties agree that any inadvertent delivery of material that is not Compostable Material shall not constitute a breach of the City's obligations.

(e) Either Party may exclude from the definition of Compostable Material in this Contract Food Waste beyond what is collected through the residential seasonal curbside collection program or Compostable Manmade Material with a minimum 30 days written notice to the other Party. Further, the Contractor and the City each reserve the right to limit or decline acceptance at any time of Compostable Manmade Material based upon characterization, odor, impact on process, and/or negative impact the composting program.

Section 4.06: Removal and Disposal of Process Residue

(a) Contractor shall be responsible for the removal, transportation and disposal of all Process Residue to a location designated by the City or a location that has been approved by the City. Proof of disposal may be required. The cost and expense of the removal, transportation and disposal shall be paid by Contractor.

Section 4.07: Weighing and Shipping Records

(a) All weighing of vehicles delivering Compostable Material to the Compost Site and shipping Product from the Compost Site will be performed by the City. The City shall maintain the calibration of the scales at the scale house in accordance with the procedures established by the State of Michigan. Either the City or Contractor may, from time to time, require a revalidation of the tare weight of any vehicle. Each loaded vehicle entering or exiting the Compost Site shall be weighed and a scale record generated. For vehicles delivering Compostable Materials to the Compost Site, the gross weight, tare weight, time of delivery and exit, nature of materials, and truck identification shall be accurately recorded on a weight record. Records of all weighing shall be maintained by the City.

(b) The City shall provide Contractor with summaries on a monthly basis of all weigh tickets. Record copies shall be maintained by the City for a period of at least four (4) Operating Years following the Operating Year in which they were made.

Section 4.08: City of Ann Arbor Programs

(a) The City has developed a compost program to provide free finished compost and/or mulch to residents of the City, not to exceed 1,000 cubic yards of finished compost and/or mulch per year. The Contractor will make available to the City the finished compost and/or mulch required by the City for this program. The finished compost and/or mulch will be distributed at the Compost Site from 7:00 a.m. to 11:00 a.m. on Saturdays from April 15 through July 4 each year. The resident distribution area will be attended by Contractor personnel at all times during the specified distribution hours. Residents will be limited to one (1) cubic yard of free finished compost and/or mulch per household per year and will be responsible for shoveling and loading the finished compost and mulch with their own equipment and containers. Residents will be required to scale in at the Scalehouse and show identification as requested by the City. If residents do not pick up the entire 1,000 cubic yards of finished compost and/or mulch, the Contractor agrees that the City may pick up and use for City purposes the remainder of the 1,000 cubic yards of finished compost and/or mulch at no charge.

(b) The City has developed a resident program that allows for residents to deliver up to one (1) cubic yard per day of Compostable Material at no charge to the resident. Contractor shall bill City at

the City's Yard Waste and Leaves Tip fee rate for Compostable Material delivered through this program.

(c) The City has developed a resident program that allows for leaves to be delivered to the Compost Site by residents or their contracted landscapers from September 1 to December 1 at no charge to the resident or landscaper. Contractor shall bill City at the City's Yard Waste and Leaves Tip fee rate for leaves delivered through this program.

(d) The City may expand the collection and/or receipt of Compostable Manmade Material (i.e., beyond what's now collected from properties by the City or someone acting on its behalf), and Food Waste (i.e., beyond what is collected through the residential seasonal curbside collection program) (any additional Compostable Materials resulting from such expansion being the "Expansion Materials"). If the City elects to so expand, Contractor shall process such Expansion Materials pursuant to the terms of this Contract and shall also work with the City to develop: 1) a forecast of the quantity of Expansion Materials expected to be processed at the Compost Site, and 2) a specification for such Expansion Materials.

Contractor's pricing assumes that any Expansion Materials will: 1) meet metals requirements consistent with Seal-of-Testing-Assurance (STA) guidelines, 2) not include free or flowable liquids, 3) and contain less than 5% contamination by weight or by volume.

Contractors pricing assumes that any Expansion Materials shall be billed to the City at the rate designated in the cost proposal for City Commercial Food Waste. If City Yard Waste and Leaves are comingled with City Commercial Food Waste prior to delivery to the compost facility then the City Commercial Food Waste Tip Fee shall apply.

If the Expansion Materials result in odor complaints, and Contractor is operating the facilities under best management practices for windrow composting technology, then the City and Contractor shall work together to determine the acceptable amount of Expansion Materials to be received at the facility.

ARTICLE V: PAYMENTS TO CONTRACTOR AND TO THE CITY

Section 5.01: Compensation

Payments by the City to Contractor and payments by Contractor to the City shall be made in accordance with the schedule of fees and rates shown in more detail in attached Exhibit C, Schedule of Fees and Rates.

Section 5.02: Payments to Contractor

City will pay Contractor on a monthly basis for Tip fees owed to the Contractor for City-delivered Compostable Material, with payments made within 30 days after receipt of invoice. Contractor will invoice on a monthly basis, with billings based on tonnage information collected by the City.

Section 5.03: Payments to City

Contractor will deduct the amount of any credits for Merchant Organics and/or Mulch/Compost Sales from City payments owed to the Contractor on a monthly basis. At any time, the City may require the Contractor to pay the amount of any credits in the form of a check, and not a credit to other billings. The payments will be made within 30 days of receipt of a monthly invoice from the City.

Section 5.04: Information to be Included with Invoices.

The City will operate the Scalehouse and provide an electronic summary of all Compost Site loads to the Contractor monthly. Contractor shall use the load information provided by the City as the basis for preparing its invoice to the City. Monthly Contractor invoices shall be prepared in a format agreed upon by the City, but at a minimum shall show tonnage delivered by the City, tonnage delivered by third-parties, cubic yardage of compost and mulch distributed during the month, and Tip fees or credits owed for each.

Section 5.05: Late Payments.

If either Party makes a payment or provides a credit more than thirty (30) Days after its due date or has withheld payment or credit of any amount in dispute, the prevailing Party shall be entitled to the late payment or disputed amount (or the portion determined to be due) plus interest on the amount to be paid from the date which the amount was due to the date of payment, at the interest rate equal to the Chase Manhattan (Bank) prime rate in effect from time to time during the period that the payment was withheld, plus one percent (1%).

The date a bill or payment is overdue is computed by determining the date the party to whom payment is owed supplied the other party with all required documentation and information for the payment and then adding the contractual time period for payment of that particular bill or payment.

ARTICLE VI: SHUTDOWNS AND REDUCTIONS IN CAPACITY

Section 6.01: Shutdowns or Reductions in Capacity Caused By Uncontrollable Circumstances

(a) During periods of Uncontrollable Circumstances, the City and Contractor shall attempt to divert any material that cannot be accepted by the Compost Site to an appropriate off-site composting location. When the Contractor resumes normal operation, the City shall within a reasonable time resume normal delivery of Compostable Material to the Compost Site. If the shutdown is due to the actions or omissions of the Contractor, its officials, employees or agents, Contractor will be responsible for any additional costs. Otherwise, City will pay additional costs.

(b) If the shutdown is due to the actions or omissions of a third party that delivers materials to the compost site pursuant to an arrangement with the Contractor, then the Contractor shall be responsible for any additional costs. Nothing in Section 7.02a shall preclude the City or Contractor from action against a third party to recover costs.

(c) The Contractor shall continue to be responsible for the security and protection of the Compost Site during the period of shutdown.

(d) After any shutdowns, Contractor and the City shall use their best efforts to resume normal operation of the Compost Site as soon as practicable.

(e) Notice of Uncontrollable Circumstances shall be provided in accordance with Article 14.01.

Section 6.02: Insurance Benefits

If insurance benefits are paid as a result of any shutdown or reduction in capacity of the Compost Site, the benefits shall be paid for the benefit of each Party as its interest may appear, and the benefits shall correspondingly reduce any obligation either Party may have to the other.

Section 6.03: Covenant to Continue Work

During resolution of any dispute under this Contract and subject to the provisions of Article VII, the Contractor and the City shall each continue to perform all of their respective obligations under this Contract without interruption or slow down.

ARTICLE VII: MARKETING

Section 7.01: Reporting Requirements

Contractor shall respond to any reasonable inquiry of the City for information related to marketing of Products.

ARTICLE VIII: INSURANCE, SAFETY AND LOSS CONTROL

Section 8.01: Contractor's Insurance

(a) The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

(i) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 each policy limit

(ii) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Job General Aggregate
\$1,000,000	Personal and Advertising Injury

(iii) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

(iv) Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

(b) Insurance required under 8.01.A.2 and 8.01.A.3 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

(c) In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

(d) Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by AM. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

(e) To the fullest extent permitted by law, for any loss not covered by insurance under this contract, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents

harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of this Agreement.

Section 8.02: No Limitation

Nothing contained in this Article VIII or in this Contract shall be construed or deemed as limiting either Party's obligations under this Contract to pay damages or other costs and expenses as may be specifically provided for in other Articles of this Contract.

Nothing contained in this Article VIII or in this Contract shall be construed or deemed as limiting the City's governmental immunity.

ARTICLE IX: INDEMNIFICATION AND WAIVER

Section 9.01: Indemnification

The Parties acknowledge that this Contract contemplates the Contractor acting on behalf of the City and as its agent in connection with the operation and maintenance of the Compost Site to be owned by the City. Accordingly, the Contractor agrees, to the extent permitted by law, that it shall defend, indemnify and hold harmless the City, its officers, agents, servants, and employees against and from all suits, losses, demands, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the City or any of its officers, agents, servants and employees may be subjected by reason of injury to the person or property of others resulting from the performance of the Contract. It shall further defend, indemnify and hold harmless the City, its officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material provider or laborer who has performed work or furnished materials in or about the Contract or by, or on account of, any claims or amount recovered for an infringement of patent, trademark or copyright.

Section 9.02: Payment and Defense

Any obligation of a Party to act under this Article IX shall commence upon notice of any claim, charge or demand of potential liability, loss, fine, penalty or charge against any Contractor or City Indemnified Party. The Party responsible for payments under the indemnities contained in this Article IX may elect to defend any liability, loss, fine, penalty or charge with its counsel and may settle any matter by applying the settlement; provided however, no payment, confession of judgment, or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City without its express written consent, and the City further reserves the right to select its own counsel in defense of the matter. Any obligation of a party to make payment under this Article IX shall become due and payable when and as any liability, loss, fine, penalty or charge incurred by the Contractor or City Indemnified Party becomes due and payable. Time is of the essence in the performance of the obligations under the Article IX.

Section 9.03: Survival

This Article IX shall survive termination of this Contract.

ARTICLE X: EVENTS OF DEFAULT

Section 10.01: Remedies for Default

Each Party shall have the right to terminate this Contract for cause where there is an Event of Default on the part of the other Party. Absent an Event of Default, neither Party may terminate this Contract and the Parties shall be limited to damages, reimbursement, and other relief explicitly provided by this Contract, unless the Contract otherwise specifically provides. If the City declares an Event of Default by Contractor, the City may elect not to immediately terminate this Contract but to collect damages in accordance with the Contract. The failure of the City to immediately terminate either Contract shall not prevent the City from later terminating Contract.

Section 10.02: Events of Default by Contractor

Each of the following shall constitute an Event of Default of the part of the Contractor:

(a) The failure by Contractor to fulfill, substantially in accordance with this Contract, any of Contractor's obligations under this Contract unless the failure or refusal can be excused or justified by an Uncontrollable Circumstance or default or failure or refusal to act by City. Such failure shall include but is not limited to the failure on the part of the Contractor to pay any undisputed amount required to be paid to the City under this Contract within thirty (30) Days after the amount becomes due and payable.

(b) Repeated substantial defaults or breaches of this Contract including representations, warranties or covenants by the Contractor. Despite each individual default or breach being eventually cured, such repeated substantial defaults or breaches constitutes an independent Event of Default for which the Contractor shall not have any further opportunity to cure the default.

(c) The filing against Contractor of an involuntarily petition for bankruptcy, reorganization, or insolvency under the Federal Bankruptcy Code or under the laws of any other jurisdiction, if the petition is not discharged and/or withdrawn within sixty (60) Days of the date of the filing. Promptly upon the filing of any petition for involuntary bankruptcy, Contractor shall provide the City with all of the pertinent details relating to the petition(s), Contractor's most recent audited and unaudited financial statements, and any other information and data which are available and, as promptly as practicable, the other information and data requested by the City and deemed necessary for review. If the City shall determine from its review, in its sole and absolute discretion, that the petition lacks merit or Contractor has sufficient assets to pay all of its liabilities as they become due, the City may forbear from declaring an Event of Default.

(d) Contractor ceasing to pay its debts, unless contested in good faith, as they mature, or the written admission by Contractor that it is insolvent or bankrupt, or the filing by Contractor of a voluntary petition under the Federal Bankruptcy Act or under the laws of any other jurisdiction, or the consent or acquiescence by Contractor to the appointment by a court of a receiver, liquidator, or City Treasurer for all or a substantial portion of its property or business, or the making by Contractor of any arrangements with it for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of who designated, of all or a substantial portion of Contractor's property and assets.

No act shall constitute an Event of Default under Section 10.02 unless and until:

(i) City has given written notice to the Contractor by certified mail, return receipt requested, specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Contract on the part of the Contractor, and

(ii) The Contractor has not corrected the default or has not taken adequate steps to promptly correct the same within thirty (30) Days from the date of receipt of the notice.

Section 10.03: Events of Default by the City

Each of the following shall constitute an Event of Default on the part of the City:

(a) The failure of the City to fulfill its obligations substantially in accordance with the terms of this Contract unless the failure or refusal can be excused or justified by an Uncontrollable Circumstance or default or failure or refusal to act by Contractor.

(b) The persistent and repeated failure on the part of the City to pay any undisputed amount required to be paid to Contractor under this Contract within thirty (30) Days after the amount becomes due and payable unless the failure or refusal can be excused or justified by an Uncontrollable Circumstance or default or failure or refusal to act by Contractor.

No act shall constitute an Event of Default under Section 10.03 unless and until:

(i) Contractor has given written notice to the City by certified mail, return receipt requested, specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Contract on the part of the City, and

(ii) The City has not corrected the default or has not taken adequate steps to promptly correct the same within thirty (30) Days from the date of receipt of the notice.

Section 10.04: Performance Bond

A Performance Bond will be required from the successful bidder as follows:

A Performance Bond to the City of Ann Arbor for 50% of the bid amount accepted for the first year of the Contract. Based on the following calculation, the City and Contractor agree that the amount of the bond shall be \$92,158.00.

tons	\$ per ton	total year 1	50 % year 1
8378	\$22.00	\$184,316.00	\$92,158.00

The Performance Bond shall be executed on a form supplied by the City in a manner and by a Surety Company duly authorized to issue performance bonds in Michigan and satisfactory to the City Attorney.

ARTICLE XI: TERMINATION

Section 11.01: Mitigation

Contractor and the City agree that in the event one Party terminates the other Party due to an Event of Default, the injured Party is entitled to all rights and benefits of this Contract; provided, however, that the injured Party is obligated, to the extent not detrimental to its interests, to mitigate its damages, costs and expenses.

Section 11.02: Termination by the City

If the City terminates this Contract for an Event of Default on the part of Contractor, Contractor shall:

- (a) promptly vacate the Compost Site, if requested to do so by the City.
- (b) pay to the City the actual quantifiable damages resulting from the breach and subsequent termination.
- (c) pay to the City liquidated damages for non-quantifiable damages in the amount of twenty-five thousand dollars (\$25,000) in addition to any liquidated damages due the City for violation of Section 14.03 A. (Nondiscrimination) of this Contract.

Section 11.03: Termination by Contractor

If Contractor terminates this Contract for an Event of Default on the part of the City then the City shall:

- (a) pay to the Contractor the payments, if any, due and payable, for all work performed to the date of termination; and,
- (b) pay to the Contractor consequential damages incurred by Contractor in connection with the termination, including reasonable cancellation charges, if any, from Contractors, Subcontractors, major equipment vendors, or suppliers, but not including any overhead costs.

If Contractor so terminates, it shall pay the City all damages or payments otherwise due.

ARTICLE XII: MICHIGAN FREEDOM OF INFORMATION ACT

The Contractor understands that material submitted to the City is subject to disclosure under the Michigan Freedom of Information Act.

ARTICLE XIII: REPRESENTATIONS

Section 13.01: Representations of the City

The City represents that it is a Michigan municipal corporation and a home rule city. It is authorized to carry out the governmental functions and operations as contemplated by this Contract.

Section 13.02: Representations of Contractor

Contractor represents that:

(a) It is a Limited Liability Company (LLC) organized, validly existing, and in good standing under the laws of the State of Arkansas and is authorized to do business in the State of Michigan.

(b) It has full power and authority to enter into, and be bound by, the terms and conditions of this Contract, and any documents, contract or instrument executed pursuant to them.

(c) It has been authorized to enter into the transactions contemplated by this Contract and no further corporate action is necessary.

(d) It has the power, authority and legal right to enter into and perform and be bound by the terms of this Contract. Further, the execution, delivery and performance of this Contract:

(i) has been authorized,

(ii) has the requisite approval of any necessary governmental bodies,

(iii) will not violate any judgment, order, law or regulation, and

(iv) does not constitute a default under any obligation or result in the creation of any lien, charge, or encumbrance to which Contractor is a Party of by which Contractor or its assets may be bound or affected.

(e) THERE ARE NO PENDING OR THREATENED ACTIONS OR PROCEEDINGS BEFORE ANY COURT OR ADMINISTRATIVE AGENCY THAT WOULD MATERIALLY AFFECT THE ABILITY OF CONTRACTOR TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT.

ARTICLE XIV: MISCELLANEOUS

Section 14.01: Uncontrollable Circumstances

(a) Except as provided in Article VI:

(i) Each Party to this Contract will be excused for failure or delay in performance of any act required herein by reason of an Uncontrollable Circumstance, except that no Party shall be excused from making payments required by this Contract as adjusted for output affected by the Uncontrollable Circumstance.

(ii) Each Party shall assume the risk for all losses and damages directly incurred by them, except as otherwise explicitly set forth in this Contract, which arise out of an Uncontrollable Circumstance. Neither Party shall be entitled to recover from the other lost revenues due to any Uncontrollable Circumstance.

(iii) The Party asserting that an Uncontrollable Circumstance exists shall, as a condition precedent to the right to claim the benefits resulting therefrom, notify the other Party of the Uncontrollable Circumstance promptly after becoming aware of the Uncontrollable Circumstance, and

in any event not more than thirty (30) Days after its occurrence, and shall, within fifteen (15) Days of the initial notice, provide a written notice of: (i) all relevant information regarding the nature and duration of the Uncontrollable Circumstance; (ii) the effect, if any, on either Party's obligations under this Contract; and (iii) available means of mitigation or saving costs as a result of the event. Each Party shall continue to keep the other Party advised with respect to the anticipated impact of an Uncontrollable Circumstance. In the event notice is not given within the thirty (30) Day period, the Party which is affected by the Uncontrollable Circumstance shall lose all right to claim to be excused from performance in any way as a result of the Uncontrollable Circumstance.

Section 14.02: Compost Site Access

During the term of this Contract, the City and its representatives, invitees and representatives of regulatory agencies shall have the right of access to the Compost Site provided that the visitation shall be conducted in a manner so as to minimize interference with Contractor's performance and operations and the invitees are accompanied by a Registered City Representative.

Contractor shall host public education tours of the Compost Site at the City's request. Up to ten (10) tours per year may be conducted, with each tour up to one (1) hour in length as directed by the City. Tours will be conducted with prior notice to the Contractor of at least five (5) working days and completed during contracted hours of operation. Tours shall be conducted in a manner so as to minimize interference with Contractor's performance and operations and the invitees are accompanied by a Registered City Representative.

Section 14.03: Compliance Requirements

(a) **Nondiscrimination.** The Contractor agrees to comply with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity to all.

(b) **Living Wage.** The Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Contract a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Contract are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Section 14.04: Assignment

This Contract shall be binding on Contractor and its successors and assigns. Neither Party to the Contract shall assign this Contract, nor any document or instrument executed in connection to them without the written consent of the other. Notwithstanding the foregoing, the City is permitted to assign these Contracts, and any related documents and instruments to the State of Michigan or an agency of the State of Michigan.

Section 14.05: Subcontracts, Assignment, and Default

Contractor shall ensure that all contracts and subcontracts with Contractors, Subcontractors, Suppliers, and Major Equipment Vendors are assignable to the City and contain appropriate penalties for default. In the event of a termination of Contractor by the City, copies of all the contracts or subcontractors shall be promptly delivered to the City. Additionally, Contractor shall use its best efforts to have the contracts and subcontracts include the best available warranties and guarantees of service, materials, and equipment, and each contract and subcontract shall provide that in the event the contract or subcontract is assigned to the City, the City shall have access to the Contractor's file relating to its work under the contract as Contractor had prior to assignment.

Section 14.06: Notices

All notices, requests and other communications shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at the addresses; provided, if the notices, demands, request, or other communications are sent by mail they shall be deemed as given on the third Day following the mailing which is not a Saturday, Sunday, or Day on which United States Mail is not delivered:

- (a) If to the City:

Solid Waste Manager
City of Ann Arbor
301 East Huron Street
Ann Arbor, Michigan 48104

- (b) If to the Contractor:

WeCare Denali, LLC
President
3308 Bernice Av
Russellville AR 72802

Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice signed on behalf of the notifying Party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of the Party by a duly authorized officer or employee.

Any notice period which expires on a Saturday or Sunday or a day the City is not open for regular business, shall instead expire on the next Business Day.

Section 14.07: Relationship of the Parties

Neither Party to this Contract shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other Party. Nothing in this Contract shall render either Party a partner, agent or representative of the other Party or create any fiduciary relationship between the Parties.

Section 14.08: Waiver

Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair the right or be construed to be a waiver, so that right may be exercised from time to time and as may be deemed expedient. Any waiver is only effective if in writing and signed by the Party granting the waiver. If any provision, responsibility, warranty, or covenant contained in this Contract is breached by either Party and thereafter waived by the other Party, the waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Contract.

Section 14.09: Amendment.

This document may not be amended except by written Amendment signed by the authorized representatives of all Parties.

Section 14.10: Authorized Representative

Each Party shall identify an authorized representative to be primarily responsible for the interests of that Party. The City Administrator's Designee shall be the City's representative under this Contract. The designated facility manager shall be Contractor's representative. The City and Contractor shall give notice to the other if either elects to change its authorized representative.

Section 14.11: Contract Governed by Michigan Law

This Contract shall be governed by the laws of the State of Michigan.

Section 14.12: No Other Contract

All negotiations, proposals and contracts prior to the date of this Contract are void. There are no contracts or understandings other than those written or specified in this Contract. This Contract constitutes the entire contract between the City and the Contractor with respect to the operation and maintenance of the Compost Site.

Section 14.13: Successors and Assigns.

This Contract shall be binding upon and inure to the benefit of the respective successors, assigns, administrators, and trustees of the City and Contractor.

Section 14.14: Execution of Documents

This Contract may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute by one and the same instrument.

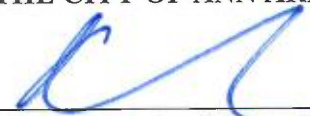
Section 14.15: Severability

In the event that any provision of this Contract in any respect shall, for any reason, be determined to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith for amendments, modifications or supplements of or to this Contract or other appropriate actions as shall, to the

maximum extent practicable, implement and give effect to the intentions of the Parties as reflected in the Contract. The other terms of this Contract shall remain in full force and effect.

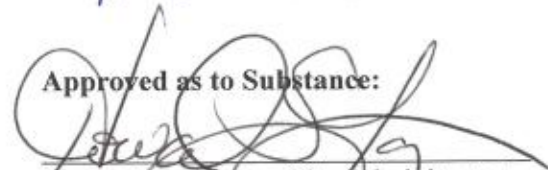
FOR THE CITY OF ANN ARBOR

FOR CONTRACTOR

By 
Christopher Taylor, Mayor

By 
Andy McNeill
Its PRESIDENT + CEO

By 
Jaqueline Beaudry, City Clerk

Approved as to Substance:

Howard S. Lazarus, City Administrator


Craig A. Hupy, Public Services Area
Administrator

Approved as to form and content:



Stephen K. Postema, City Attorney

Exhibit A

Stormwater Pollution Prevention Plan (SWPPP)

FACILITY NAME:

Ann Arbor Municipal Compost Center

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Department of Environmental Quality (DEQ)
Water Resources Division (WRD)
Storm Water Pollution Prevention Plan (SWPPP) Template
Template Revision Date: 3/12/2015

TABLE OF CONTENTS

- 1.0 General Facility Information
- 2.0 Storm Water Pollution Prevention Team
- 3.0 Site Map

- 4.0 Significant Materials
 - 4.1 Inventory of Exposed Significant Materials
 - 4.2 Description of Industrial Activities & Significant Material Storage Areas
 - 4.3 List of Significant Spills
 - 4.4 Summary of Sampling Data
 - 4.5 Actions Taken to Investigate Illicit Connections

- 5.0 Non-Structural Controls
 - 5.1 Preventative Maintenance Program
 - 5.2 Housekeeping Procedures
 - 5.3 Comprehensive Site Inspection & Visual Assessments of Storm Water Discharges
 - 5.4 Material Handling & Spill Prevention / Clean-Up Procedures
 - 5.5 Soil Erosion & Sedimentation Control Measures
 - 5.6 Employee Training Program
 - 5.7 TMDL Requirements
 - 5.8 List of Significant Materials Still Present

- 6.0 Structural Controls
- 7.0 Non-Storm Water Discharges
- 8.0 Annual Review
- 9.0 Industrial Storm Water Certified Operator Update
- 10.0 Record Keeping
- 11.0 SWPPP Certification
- 12.0 Figure 1 – Facility Site Map
- 13.0 Table 1 – Significant Material Inventory and Description of Industrial Activity or Significant Material Storage Areas
- 14.0 Visual Assessment Procedures
- 15.0 Table 2 – Spill Kit Inventory
- 16.0 Routine Inspection Form
- 17.0 Comprehensive Site Inspection Form
- 18.0 Visual Assessment Report Form
- 19.0 Employee Training Form
- 20.0 Annual SWPPP Review Report Form
- 21.0 DEQ Spill or Release Report

1.0 GENERAL FACILITY INFORMATION

Facility Information:

- Name of Facility: **Ann Arbor Municipal Compost Center**
- Facility Address: **4170 Platt Road, Ann Arbor, Michigan 48108**
- County: **Washtenaw**
- Standard Industrial Classification (SIC) Code: **N/A**
- Owner or Authorized Representative: **City of Ann Arbor**

Facility Contact Information:

- Name: **Christina Gomes**
- Title: **Recycling & Solid Waste Coordinator**
- Telephone: **734-794-6430 x43707**
- Email Address: **cgomes@a2gov.org**
- Mailing Address: **301 E. Huron St., 4th Floor, Ann Arbor, MI 48107**

Facility Contact information to be aware of:

The "Facility Contact" was specified in the application. The permittee may replace the facility contact at any time, and shall notify the Department in writing within 10 days after replacement (including the name, address, email address, if available, and telephone number of the new facility contact).

- a) The facility contact shall be (or a duly authorized representative of this person):
 - for a corporation, a principal executive officer of at least the level of vice president, or a designated representative, if the representative is responsible for the overall operation of the facility from which the discharge described in the permit application or other NPDES form originates,
 - for a partnership, a general partner,
 - for a sole proprietorship, the proprietor, or
 - for a municipal, state, or other public facility, either a principal executive officer, the mayor, village president, city or village manager, or other duly authorized employee.
- b) A person is a duly authorized representative only if:
 - the authorization is made in writing to the Department by a person described in paragraph a. of this section; and
 - the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the facility (a duly authorized representative may thus be either a named individual or any individual occupying a named position).

Certified Storm Water Operator Information:

- Name: **Jennifer Lawson, CSM**
- Certification Number & Expiration Date: **#11373 exp. 2022**
- Telephone: **734-794-6430 x43735**
- Email Address: **jlawson@a2gov.org**
- Is the Certified Operator an employee at the facility: Yes No
 - If the answer to the above question is "No" then include the Certified Operator's business name and mailing address: **Systems Planning, 301 E. Huron St., 4th Floor, Ann Arbor, MI 48107**

Permit Information:

- General Permit Number:
- Certificate of Coverage (COC) or Individual Permit Number: **MI0053856**
- COC or Individual Permit Effective Date of Coverage: **September 26, 2001**
- Receiving Waters: **Huron River. Compost Center Site: Swift Run**
- Required Monitoring: Yes No
- Identify the Total Daily Maximum Load (TMDL) listed on COC: **Biota (Swift Run, Malletts Creek), Phosphorus (Ford and Belleville Lakes), E. Coli (Geddes Pond)**

Brief Industrial Activity Description: **The City of Ann Arbor operates its citywide composting program from the Municipal Compost Center at 4170 Platt Road. Major activities at the center include receiving**

and unloading incoming compostable material, moving material to processing areas for composting, turning compost windrows, screening finished compost, loading and unloading materials for delivery. If this facility is a seasonal facility describe the seasonal operation and what months the facility will be operating: **The facility accepts compostable materials year-round.**

2.0 STORM WATER POLLUTION PREVENTION TEAM

The storm water pollution prevention team is responsible for developing, implementing, maintaining, and revising this SWPPP. The members of the team and their primary responsibilities (i.e. implementing, maintaining, record keeping, submitting reports, conducting inspections, employee training, conducting the annual compliance evaluation, testing for non-storm water discharges, signing the required certifications) are as follows:

Name & Title	Responsibility
Jennifer Lawson	Water Quality Manager
Christina Gomes	Recycling & Solid Waste Coordinator
Paul Matthews	Assistant Public Works Manager
Pat Maino	Public Works Supervisor, Stormwater
Space to list additional members and their responsibility if necessary:	
Kirk Pennington – Public Works Supervisor, Solid Waster	

3.0 SITE MAP

Preparing a site map or sketch is the first step in assessing the facility. See the DEQ Industrial Storm Water Certified Operator Training Manual for additional information.

The facility's site map includes all applicable items listed in the permit, which include:

- 1) Buildings and other permanent structures
- 2) Storage or disposal areas for significant materials
- 3) Secondary containment structures and descriptions of what they contain in the primary containment structures
- 4) Storm water discharge points (which include outfalls and points of discharge), numbered or otherwise labeled for reference
- 5) Location of storm water and non-storm water inlets (numbered or otherwise labeled for reference) contributing to each discharge point
- 6) Location of NPDES permitted discharges other than storm water
- 7) Outlines of the drainage areas contributing to each discharge point
- 8) Structural runoff controls or storm water treatment facilities
- 9) Areas of vegetation (with brief description such as lawn, old field, marsh, wooded, etc.)
- 10) Areas of exposed and/or erodible soils and gravel lots
- 11) Impervious surfaces (roofs, asphalt, concrete, etc.)
- 12) Name and location of receiving waters
- 13) Areas of known or suspected impacts on surface waters as designated under Par 201 (Environmental Response) of the NREPA.

SEE FIGURE 1 FOR FACILITY SITE MAP

4.0 SIGNIFICANT MATERIALS

Definition: Significant materials are any material which could degrade or impair water quality, including but not limited to:

- ✓ Raw Materials
- ✓ Fuels

- ✓ Solvents
- ✓ Detergents
- ✓ Plastic pellets
- ✓ Finished materials (i.e. metallic products)
- ✓ Hazardous Substances designated under section 101(14) of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), see 40 CFR 372.65
- ✓ Any chemical the facility is required to report pursuant to section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA)
- ✓ Polluting Materials – Oil and any material, in solid or liquid form, identified as polluting material under the Part 5 Rules (Rules 324.2001 through 324.2009 of the Michigan Administrative Code)
- ✓ Hazardous Wastes as defined in Part 111 of the Michigan Act
- ✓ Fertilizers
- ✓ Pesticides
- ✓ **Waste Products** (i.e. ashes, slag, sludge, *plant waste*, *animal waste*)

During the significant materials identification phase, all sources of potential storm water contamination need to be identified. Both the inside and outside of the facility must be inventoried to determine the materials and practices that may be sources of contamination to storm water runoff. Note the identification phase must address residual contaminants which may be found on items stored outside.

4.1 Inventory of Exposed Significant Materials

The permit requires a general inventory of significant materials that could enter storm water. For each material listed the SWPPP shall include the ways in which each type of material has been or has reasonable potential to become exposed to storm water (e.g. spillage during handling; leaks from pipes, pumps, or vessels; contact with storage piles, contaminated materials or soils; waste handling and disposal; deposits from dust or overspray; etc.). In addition, the SWPPP must identify the inlet(s) spilled significant materials may enter and the discharge point(s) through which the spilled significant material may be discharged.

Sediments and nutrients are the only significant materials exposed to stormwater. The compost windrows, which are not covered or contained, are the main contributor on site of compostable materials to runoff. All stormwater runs over into detention basins.

- ***Basin 1 captures stormwater from the south of the railroad bed. Stormwater flows into a vegetated swale before entering the basin. It discharges to Swift Run.***
- ***Basin 2 captures stormwater from the area north of the railroad bed. It discharges to Swift Run.***
- ***Basin 3 captures stormwater from the compost building roof and parking area. It discharges to Malletts Creek.***
- ***Basin 4 captures stormwater runoff from a smaller composting area, as well as runoff from the Materials Recovery Facility (MRF), which is covered under a separate industrial stormwater permit. Basin 4 drains to Malletts Creek.***

SEE TABLE 1 FOR SIGNIFICANT MATERIAL INVENTORY

4.2 Description of Industrial Activities & Significant Material Storage Areas

The permit requires industrial facilities to evaluate the reasonable potential for contribution of significant materials to storm water runoff from at least the following areas or activities:

- 1) Loading, unloading, and other material handling operations
- 2) Outdoor storage including secondary containment structures
- 3) Outdoor manufacturing or processing activities
- 4) Significant dust or particulate generating processes
- 5) Discharge from vents, stacks, and air emission controls
- 6) On-site waste disposal practices
- 7) Maintenance and cleaning of vehicles, machines, and equipment

- 8) Areas of exposed and/or erodible soils
- 9) Sites of Environmental Contamination listed under Part 201 (Environmental Response) of the NREPA
- 10) Areas of significant material residues
- 11) Areas where animals congregate (wild or domestic) and deposit wastes
- 12) Other areas where storm water may contact significant materials

For each applicable item, the permit requires a written description of the specific activity or storage area. Along with the written description of the activities or storage areas, a description of the significant materials associated with those items must be included.

Several vehicles are stored at the parking area outside the compost facility building. No vehicle maintenance occurs on site.

There is one dumpster located in the composting area. The dumpster contains refuse only and is covered.

SEE TABLE 1 FOR INDUSTRIAL ACTIVITY AND SIGNIFICANT MATERIAL STORAGE AREA DESCRIPTIONS

4.3 List of Significant Spills

The permit requires a list of significant spills and significant leaks of polluting materials that occurred at areas that are exposed to precipitation or that otherwise discharge to a point source at the facility. The listing shall include spills that occurred over the three years prior to the effective date of a certificate of coverage authorizing discharge under the General Permit. The listing shall include the date, volume, exact location of release, and actions taken to clean up the material and/or prevent exposure to storm water runoff or contamination of surface waters of the state. Any release that occurs after the SWPPP has been developed shall be controlled in accordance with the SWPPP and is cause for the SWPPP to be updated as appropriate within 14 calendar days of obtaining knowledge of the spill or loss. If there have been no spills of polluting materials, state that in this section.

Question: Have there been any significant spills or significant leaks of polluting materials in the last 3 years?

Yes No

- If the answer above is "Yes" then input the applicable information in the table below:

Significant Spills and Significant Leaks of Polluting Materials Table		
Location & Date	Material & Volume	Corrective Actions Taken
Area in front of compost center equipment storage building (4170 Platt Road)	~20 gallons raw sewage	The impacted area was cleaned and treated with a powdered lime to neutralize and accelerate the decomposition of any remaining sewage.

4.4 Summary of Sampling Data

The permit requires a summary of existing storm water discharge sampling data (if available) describing pollutants in storm water discharges associated with industrial activity at the facility. The summary shall be accompanied by a description of the suspected sources of the pollutants detected. (If there is no storm water discharge sampling data, state that in this section.)

Question: Is there any storm water discharge sampling data available? Yes No

- If the answer to the above question is "Yes" then summarize the information below and maintain the data with the SWPPP file.

Summary of Sampling Information: ***A 2012 stormwater management study conducted by Cardno JFNew for the City of Ann Arbor's Municipal Compost Facility showed water quality for both detention ponds at the site as well as that entering Swift Run Creek that runs adjacent to the facility to be meeting its NPDES permit requirements and the TMDL load reductions for the Swift Run and Ford and Belleville Lake TMDLs. This conclusion was demonstrated by comparing the data collected in this study with 1) data collected by the Huron River Watershed Council (HRWC) at the mouth of Swift Run between 2008 and 2011; 2) Huron River tributary sampling by the HRWC and 3) runoff water quality data from other compost facilities. Based on these comparisons, the study found that the larger municipal site does not contribute nutrients, suspended solids or E.coli to Swift Run at a rate greater than the rest of the Swift Run watershed. There is some evidence that some phosphorus, total kjeldahl nitrogen (TKN) and E.coli enrichment makes its way to Swift Run from the compost ponds and the leased agricultural area on this site. However, this nutrient enrichment is on the same order as other urban and agricultural runoff in the Ann Arbor area.***

4.5 Actions Taken to Investigate Illicit Connections

The permit requires that the SWPPP include a description of the actions taken to identify and eliminate illicit connections to the storm sewer system. All illicit connections to Municipal Separate Storm Sewer Systems (MS4s) or waters of the state should be permanently plugged or re-routed to the sanitary sewer system, in accordance with the authorization from the local Wastewater Treatment Plant. Any discharge from an illicit connection is a violation of the conditions of this permit.

Actions taken to investigate and eliminate any illicit connections to the storm sewer system:

There is one restroom on site, and the facility has been inspected for illicit connections, both inside and outside. All sanitary activities have been found to be correctly connected to the sewer system and there no unknown connections have been found.

5.0 NON-STRUCTURAL CONTROLS

Non-structural controls are practices that are relatively simple, fairly inexpensive, and applicable to a wide variety of industries or activities. Non-structural controls are intended to reduce the amount of pollution getting into the surface waters of the state and are generally implemented to address the problem at the source. They do not require any structural changes to the facility. These are typically everyday types of activities undertaken by employees at the facility. Many facilities may already have nonstructural controls in place for other reasons. The permit requires that the SWPPP shall, at a minimum, include each of the following non-structural controls:

5.1 Preventative Maintenance Program (Routine Inspection Program)

The permit requires written procedures and a schedule for routine preventive maintenance which includes inspection and maintenance of storm water management and control devices (e.g. cleaning of oil/water separators and catch basins) as well as inspecting and testing plant equipment and systems to uncover conditions that could cause breakdowns or failures resulting in discharges of pollutants to surface waters. Generally the focus of this permit requirement is on exterior items. A written report of the inspection and corrective actions shall be maintained on file and shall be retained for three years. See the DEQ Industrial Storm Water Certified Operator Training Manual for additional information.

The Routine Inspection Form is in Section 16.0.

If this requirement is addressed in other facility procedures, reference those procedures here: ***City of Ann Arbor staff shall conduct a site walk-through every month to inspect areas with high potential for stormwater contamination and to ensure good housekeeping procedures are being implemented. The city will maintain a log of inspection activities and corrective measures required.***

5.2 Housekeeping Procedures (Routine Inspection Program)

The permit requires that the SWPPP include written procedures and a schedule to implement routine good housekeeping inspections to maintain a clean, orderly facility. Good housekeeping inspections are intended to

reduce the potential for significant materials to come in contact with storm water. The routine good housekeeping inspections should be combined with the routine inspection for the preventative maintenance program. Generally the focus of this permit requirement is on exterior areas. A written report of the inspection and corrective actions shall be maintained on file and shall be retained for three years. See the DEQ Industrial Storm Water Certified Operator Training Manual for additional information.

The Routine Inspection Form is in Section 16.0.

If this requirement is addressed in other facility procedures, reference those procedures here: ***Exposed areas of the site, especially those that are potential sources of pollutants, are maintained in a clean, orderly manner to the extent possible. Specific good housekeeping control measures at the Facility are: Routine visual inspections of the portable fuel tank and other containers are; Employees visually observe the status of all storage containers and facility equipment for signs of leaks or other abnormalities during the course of their normal workday; Spills and leaks at the facility are cleaned up promptly, using dry methods; Trash is placed in appropriate receptacles, and lids of trash dumpsters are kept closed; By maintaining compost materials at the facility in a clean, orderly manner, stormwater is prevented from washing away pollutants out of designated areas.***

The table below describes the Routine Inspection Program Procedures:

Routine Inspection Program Procedures Table		
Description of Area or Equipment Inspected	Tasks Performed During Inspection	Frequency of Inspection
<i>Compost windrows</i>	<i>Ensure windrows are neat</i>	<i>Monthly</i>
<i>Vegetated buffers</i>	<i>Maintain buffers around detention basins and swales to slow flow and reduce sedimentation to pond. Post "no mowing" signs.</i>	<i>Monthly</i>
<i>Detention basins</i>	<i>Dredge detention basins as needed to maintain functionality.</i>	<i>Monthly</i>
<i>Portable Diesel Fuel Tank</i>	<i>Ensure no leaks or spills present. Confirm spill kit is present and stocked.</i>	<i>Monthly</i>

5.3 Comprehensive Site Inspection & Visual Assessments of Storm Water Discharges

The permit requires written procedures and a schedule for comprehensive site inspection. The inspections shall include but not be limited to, the areas and equipment identified in the preventive maintenance program and good housekeeping procedures. The inspection shall also include a review of the routine preventive maintenance reports, good housekeeping inspections reports, and any other paperwork associated with the SWPPP. The comprehensive site inspection shall be conducted by the Industrial Storm Water Certified Operator ***quarterly***. At a minimum one inspection shall be performed within each of the following quarters: ***January*** – March, ***April*** – June, ***July*** – September, and ***October*** – December.

The permittee may request Department approval of an alternate schedule for comprehensive site inspections. Such a request may be made if the permittee meets the following criteria: the permittee is in full compliance with the permit, the permittee has an acceptable SWPPP, the permittee has installed and/or implemented adequate structural controls at the facility, the permittee has all required inspection reports available at the facility, and the permittee has an Industrial Storm Water Certified Operator at the facility.

A report of the comprehensive site inspection results shall be prepared and retained for three years. The report shall include the following information:

- ✓ Date of the inspection
- ✓ Name(s), title(s), and certification number(s) of the personnel conducting the inspection
- ✓ Precipitation information (i.e. a description of recent rainfall or snow met events)
- ✓ All observations relating to the implementation of control measures

- ✓ Any required revisions to the SWPPP resulting from the inspection
- ✓ A certification stating the facility is in compliance with this permit and the SWPPP, or, if there are instances of noncompliance, they are identified

The Comprehensive Site Inspection Form is in Section 17.0.

Comprehensive site inspection schedule:
Quarterly: January, April, July, October

Comprehensive site inspection written procedures:
The Industrial Storm Water Certified Operator will perform the comprehensive site inspections. All areas and items identified in Routine Inspection Procedures Table are included in the comprehensive site inspections. In addition all paper work associated with the routine inspections will be reviewed. The comprehensive site inspection report form will include a compliance certification statement. List any additional details (if necessary) related to the comprehensive site inspection procedures here:

Visual Assessments of Storm Water Discharges
****CHECK YOUR GENERAL PERMIT FOR APPLICABILITY****

The permit requires written procedures and a schedule for quarterly visual assessments of storm water discharges. The visual assessments shall be conducted by the Industrial Storm Water Certified Operator. At a minimum one visual assessment shall be performed within each of the following quarters: January – March, April – June, July – September, and October – December. If the Department has approved an alternate schedule for the comprehensive site inspection, the visual assessment may likewise be conducted in accordance with the same approved alternate schedule.

Visual assessment training/informational tutorials are available on the DEQ, WRD Industrial Storm Water webpage or by clicking on the following links:

- Part 1: https://www.youtube.com/watch?v=rhXbA1R_VZk&feature=youtu.be
- Part 2: https://www.youtube.com/watch?v=AdGziksz_g&feature=youtu.be
- Part 3: <https://www.youtube.com/watch?v=ZiajZM6Avlg&feature=youtu.be>

The Visual Assessment Report Form is in Section 18.0.

Visual Assessment schedule:
Quarterly

SEE SECTION 14.0 FOR THE VISUAL ASSESSMENT PROCEDURES

5.4 Material Handling & Spill Prevention / Clean-Up Procedures

The permit requires a description of material handling procedures and storage requirements for significant materials. Equipment and procedures for cleaning up spills shall be identified in the SWPPP and made available to the appropriate personnel. The procedures shall identify measures to prevent spilled materials or material residues on the outside of the containers from being discharged into storm water.

The SWPPP may include, by reference, requirements of either a Pollution Incident Prevention Plan (PIPP) prepared in accordance with the Part 5 Rules (Rules 324.2001 through 324.2009 of the Michigan Administrative Code); a Hazardous Waste Contingency Plan (HWCP) prepared in accordance with 40 CFR 264 and 265 Subpart D, as required by Part 111 of the Michigan Act; or a Spill Prevention Control and Countermeasure (SPCC) plan prepared in accordance with 40 CFR 112.

Question: Does the facility have any additional material handling & spill / clean-up procedures on file in addition to the SWPPP? No Yes

- If the answer is “No” complete the table below
- If the answer is “Yes” then reference the procedures and where they are located here and complete the table below as necessary:

Spills and leaks together are the largest industrial source of storm water pollution. Thus, this SWPPP specifies material handling procedures and storage requirements for significant materials. Equipment and procedures necessary for cleaning up spills and preventing the spilled materials from being discharged have also been identified. All employees have been made aware of the proper procedures. See the DEQ Industrial Storm Water Certified Operator Training Manual for additional information.

The DEQ, WRD Industrial Storm Water program spill report compliance assistance document should be kept with the SWPPP. Download the document from the DEQ, WRD Industrial Storm Water webpage or by clicking on the following link: http://www.michigan.gov/documents/deq/wrd-isw-permit_info-spill-reporting_398791_7.pdf

If material handling and spill prevention / clean-up procedures are not addressed in other facility documents (referenced above) then the table below needs to be completed:

Material Handling & Spill Prevention / Clean-up Procedures Table		
Potential Spill Area	Material Handling & Storage Procedures	Spill Response Procedures & Equipment
<i>Portable Diesel Fuel Tank</i>	<i>Stored outside main building</i>	<i>Spill kits located in fuel tank</i>
<i>Spilling of compostable material throughout facility</i>	<i>Materials neatly kept in windrows</i>	<i>Compost material will be moved to windrows as soon as possible.</i>

SEE TABLE 2 FOR SPILL KIT INVENTORY

5.5 Soil Erosion & Sedimentation Control Measures

The permit requires the identification of areas which, due to topography, activities, or other factors, have a high potential for significant soil erosion. Areas commonly prone to soil erosion are: gravel lots, bare earth or gravel at material handling areas around storm water inlets, areas with concentrated storm water runoff into streams or ditches, and access roads over open streams or ditches. Control measures must be implemented in areas prone to soil erosion and sedimentation. More information on soil erosion and sedimentation control may be obtained from the DEQ, Water Resources Division District Office.

Question: Is dust suppression material used on site? Yes No

- If “Yes” then describe the actions implemented to prevent an unauthorized discharge to the storm sewer system or surface waters of the state:

Question: Are there areas of the site that are prone to soil erosion and/or sedimentation? Yes No

- If “Yes” then complete the table below:

Soil Erosion & Sedimentation Control Measures Table	
Areas Prone to Soil Erosion or Sedimentation	Control Measures Implemented
Space to list additional areas of concerns and control measures if necessary:	

5.6 Employee Training Program

The permit requires a description of employee training programs have been implemented to inform appropriate personnel at all levels of responsibility of the components and goals of the SWPPP. Recent modifications to the General Permits have included a requirement for annual employee training. An employee training video is available at the DEQ, WRD, Industrial Storm Water webpage or by clicking on the following link:

<https://www.youtube.com/watch?v=IGqvsztguRA&feature=youtu.be>

Employee training will be a major component in ensuring the success of the facility's SWPPP. The more knowledgeable all employees are about the facility's SWPPP and what is expected of them, the greater the chance that the plan will be effective. The following is a description of the employee training programs to be implemented to inform appropriate personnel at all levels of responsibility of the components and goals of the SWPPP (i.e. good housekeeping practices, spill prevention and response procedures, waste minimization practices, informing customers of facility policies, etc.).

The Employee Training Form is in Section 19.0.

Employee Training Frequency: ***Upon Hire & Annually***

Employee Training Program Description: ***Upon hire, all users of the Municipal Compost Center will:***

- ***View the MDEQ employee training video "Stormwater Employee Training." This video explains the importance of preventing contamination from stormwater runoff and ways employees can be involved at municipal facilities. It is designed to meet the permit requirements for employee training.***
- ***Receive a "Keeping it Clean: Municipal Operations for Clean Water" fact sheet. This fact sheet was developed by SEMCOG.***

5.7 TMDL Requirements

The permit requires that if there is a Total Maximum Daily Load (TMDL) established by the Department for the receiving water, which restricts the discharge of any of the identified significant materials or constituents of those materials, then the SWPPP shall identify the level of control for those materials necessary to comply with the TMDL.

The TMDL means the amount of pollutant load a water body, such as a lake or stream, can assimilate and still meet water quality standards. If a receiving water body does not meet the water quality standards for a specific pollutant, the DEQ will establish the appropriate daily maximum load for that pollutant to allow the water body to again meet water quality standards. If a permitted facility is expected to discharge that specific pollutant in its storm water to that water body, the General Permit requires the facility to list actions it will take to meet that TMDL requirement.

The applicable TMDLs will be identified on the Certificate of Coverage (COC).

See the DEQ, WRD, Industrial Storm Water Webpage for additional TMDL information or click this link for the TMDL compliance assistance document: http://www.michigan.gov/documents/deq/wrd-isw-permit-info-tmdl_398790_7.pdf

Question: Is there a TMDL Requirement listed on the COC? Yes No

- If the answer to the above question is "Yes" then complete the table below:

TMDL Pollutant:	Best Management Practices Implemented to reduce the discharge of the TMDL pollutant:
<i>Biota (Mallets Creek, Swift Run)</i>	<i>Settling of solids in multiple detention ponds, monitoring for dredging needs</i>
<i>Phosphorus (Ford and Belleville Lakes)</i>	<i>Settling of solids in multiple detention ponds, monitoring for dredging needs</i>

E. Coli (Geddes Pond)	Native grass buffers around detention ponds to deter geese
Space to list additional TMDL pollutants and BMPs implemented onsite if necessary:	

5.8 List of Significant Materials Still Present

The permit requires the identification of significant materials expected to be present in storm water discharges following implementation of non-structural preventative measures and source controls. Non-structural controls are used to reduce pollutants at the source before they can get into the storm water runoff. In some cases, these types of controls will not be enough. A list of significant materials expected to be present in storm water discharges after implementation of nonstructural controls must be included in the SWPPP. The materials listed below will be addressed through the use of structural controls. (If there will be no significant materials present after the implementation of non-structural controls, state that in this section.)

Significant Material	Location and Control Measure:	Impacted Inlet(s):	Impacted Discharge Point(s):
N/A			
Space available to add addition information if necessary:			

6.0 STRUCTURAL CONTROLS

The permit requires that where implementation of non-structural controls does not control storm water discharges in accordance with water quality standards, the SWPPP shall provide a description of the location, function, and design criteria of structural controls for prevention and treatment.

Structural controls may be necessary:

- 1) To prevent uncontaminated storm water from contacting or being contacted by significant materials; or
- 2) If preventive measures are not feasible or are inadequate to keep significant materials at the site from contaminating storm water. Structural controls shall be used to treat, divert, isolate, recycle, reuse, or otherwise manage storm water in a manner that reduces the level of significant materials in the storm water and provides compliance with the Water Quality Standards

Examples of structural controls include the following:

- | | |
|-------------------------------------|---------------------------------|
| ✓ Signs and Labels | ✓ Paving |
| ✓ Safety Posts | ✓ Curbing |
| ✓ Fences | ✓ Drip Pans |
| ✓ Security Systems | ✓ Secondary Containment |
| ✓ Temporary and Permanent Coverings | ✓ Catch Basin Inserts |
| ✓ Storm Water Conveyances | ✓ Detention and Retention Ponds |
| ✓ Diversion Dikes | ✓ Vegetative Filters |
| ✓ Grading | ✓ Oil/Water Separators |

These types of controls are physical features that control and prevent storm water pollution. They can range from preventive measures to collection structures to treatment systems. Structural controls will typically require construction of a physical feature or barrier. Below is a description of the structural controls used at the facility. See the DEQ Industrial Storm Water Operator Training Manual for additional details on structural controls.

Question: Are structural control measures used at the facility? No Yes

- If answer above is "Yes" then complete the appropriate information in the table below.

Structural Controls Used at the Facility		
Description of structural control(s)	Location of structural control(s)	Significant Materials intended to be managed by the structural control(s)
<i>"No Mowing" Signs</i>	<i>Around detention ponds</i>	<i>Sediment and nutrients</i>
<i>Detention and Retention Ponds</i>	<i>North and South ends of compost pad Areas</i>	<i>Stormwater, sediment and nutrients</i>
<i>Vegetative Filters</i>	<i>Surrounding detention ponds</i>	<i>Sediment and nutrients</i>

7.0 NON-STORM WATER DISCHARGES

The permit requires that all discharge locations be evaluated for the presence of non-storm water discharges. Any unauthorized storm water discharges must be eliminated, or covered under another NPDES permit.

Storm water shall be defined to include all of the following non-storm water discharges provided pollution prevention controls for the non-storm water component are identified in the SWPPP.

Question: Is any of the 10 non-storm water discharges listed below applicable to the facility? No Yes

- If the answer is "Yes" then complete the appropriate sections of the table below:

Check the Applicable Non Storm Water Discharges at the Facility:	Pollution Prevention Controls Implemented:	Impacted Inlet(s):	Impacted Discharge Point(s):
<input type="checkbox"/> 1. Discharges from fire hydrant flushing			
<input type="checkbox"/> 2. Potable water sources including water line flushing			
<input type="checkbox"/> 3. Water from fire system testing and fire fighting training without burned materials or chemical fire suppressants			
<input type="checkbox"/> 4. Irrigation drainage			
<input type="checkbox"/> 5. Lawn watering			
<input type="checkbox"/> 6. Routine building wash-down that does not use detergents or other compounds			
<input type="checkbox"/> 7. Pavement wash waters where contamination by toxic or hazardous materials has not occurred (unless all contamination by toxic or hazardous materials has been removed) and where detergents are not used			
<input type="checkbox"/> 8. Uncontaminated condensate from air conditioners, coolers, and other compressors and from the outside storage of refrigerated gases or liquids			
<input type="checkbox"/> 9. Uncontaminated ground			

	water			
<input type="checkbox"/>	10. Foundation or footing drains where flows are not contaminated with process materials such as solvents			

Discharges from fire fighting activities are authorized by the permit, but are exempted from the requirement to be identified in the SWPPP.

8.0 ANNUAL REVIEW

The permit requires that the permittee shall review the SWPPP annually after it is developed and maintain written summaries of the reviews. Based on the review, the permittee shall amend the SWPPP as needed to ensure continued compliance with the terms and conditions of the permit. The annual review is to be retained on site for three years and depending on the general permit is required to be submitted to the DEQ district office on or before January 10th of each year.

The Annual Review Report Form is in Section 20.0.

Specify the month the Annual SWPPP Review will be performed: **September**

9.0 INDUSTRIAL STORM WATER CERTIFIED OPERATOR UPDATE

The permit requires that if the Industrial Storm Water Certified Operator is changed or an additional Industrial Storm Water Certified Operator is added, the permittee shall provide the name and certification number of the new Industrial Storm Water Certified Operator to the Department. If a facility has multiple Industrial Storm Water Certified Operators, the name and certification number of the Industrial Storm Water Certified Operators shall be included in the SWPPP.

10.0 RECORD KEEPING

The permit requires that the permittee shall maintain records of all SWPPP related inspection and maintenance activities. Records shall also be kept describing incidents such as spills or other discharges that can affect the quality of storm water runoff. All such records shall be retained for three years. The following records are required by the permit:

- ✓ Routine preventive maintenance inspection reports
- ✓ Routine good housekeeping inspection reports
- ✓ Comprehensive site inspection reports
- ✓ Documentation of visual assessments
- ✓ Employee training records
- ✓ Written summaries of the annual SWPPP review
- ✓ Short Term Storm Water Characterization Study data

11.0 SWPPP CERTIFICATION

The permit requires that the SWPPP shall be reviewed and signed by the Certified Storm Water Operator(s) and by either the permittee or an authorized representative in accordance with 40 CFR 122.22. The SWPPP shall be retained on-site at the facility which generates the storm water discharge.

I certify under penalty of law that the storm water drainage system in this SWPPP has been tested or evaluated for the presence of non-storm water discharges either by me, or under my direction and supervision. I certify under penalty of law that this SWPPP has been developed in accordance with the General Permit and with good engineering practices. To the best of my knowledge and belief, the information submitted is true, accurate, and complete. At the time this plan was completed no unauthorized discharges were present. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations.

Permittee or Authorized Representative
Printed Name & Title: <i>Jennifer Lawson, CSM</i>
Signature & Date:

Industrial Storm Water Certified Operator
Printed Name & Certification Number: <i>Jennifer Lawson, CSM</i>
Signature & Date:

Space to list additional Industrial Storm Water Certified Operators if Necessary	
Printed Name & Certification Number	Signature & Date

12.0 FIGURE 1 – FACILITY SITE MAP (Use separate sheet if necessary)



13.0 TABLE 1 – SIGNIFICANT MATERIAL INVENTORY AND DESCRIPTION OF INDUSTRIAL ACTIVITY OR SIGNIFICANT MATERIAL STORAGE AREAS

Instructions - Fill out the applicable areas or activities in the corresponding sections. Add more lines as needed. Once you have described the area or activity, list the significant materials that are associated with the areas or activities, the exposure methods, and evaluate the level of exposure. Once that is completed indicate the inlet(s) and discharge point(s) that would be impacted if significant materials were discharged from the areas or activities described.

Section Listed in General Permit	Storage Areas / Activity Areas	Significant Materials	Exposure Method	Reasonable Potential Evaluation (high, medium, low)	Inlet(s)	Discharge Point(s)
1) Loading, unloading, and other material handling operations	North and South Pads	Plant Waste	Runoff	Medium	Creek	N/A
	North and South Pads	Vivarium Waste	Runoff	Medium	Creek	N/A
2) Outdoor storage including secondary containment structures	Fueling Operations	Diesel Fuel	Spill	Low	Creek	
3) Outdoor manufacturing or processing activities	Windrows	Plant Waste	Runoff	Medium	Creek	N/A
4) Significant dust or particulate generating processes	Turning Windrows	Plant Waste	Runoff	Medium	Creek	N/A
5) Discharge from vents, stacks, and air emission controls	N/A					
6) On-site waste disposal practices	Dumpster	Waste Materials	Spill	Low	N/A	N/A

13.0 TABLE 1 CONTINUED

Section Listed in General Permit	Storage Areas / Activity Areas	Significant Materials	Exposure Method	Reasonable Potential Evaluation (high, medium, low)	Inlet(s)	Discharge Point(s)
7) Maintenance and cleaning of vehicles, machines and equipment	N/A					
8) Areas of exposed and/or erodible soils	North and South Pads	Soil	Water Erosion	Low	Creek	N/A
	North and South Pads	Soil	Wind Erosion	Medium	Creek	N/A
9) Sites of Environmental Contamination listed under Part 201	N/A					
10) Areas of significant material residues	N/A					
11) Areas where animals congregate (wild or domestic) and deposit wastes	Wooded Areas	Wildlife Feces	Runoff	Low	Creek	N/A
12) Other areas where storm water may contact significant materials	N/A					

14.0 VISUAL ASSESSMENT PROCEDURES

1. List the discharge point(s) (as indicated on the SWPPP map):
 - a) Is there substantially identical discharge points? Yes No
If "Yes" then complete a) and b) below, if "No" go to Number 2.
 - b) Describe the justification for the substantially identical discharge points determination?
 - c) List the schedule for alternating the substantially identical discharge points:
2. Describe the monitoring (sampling) location for each discharge point:
3. List the Qualified Personnel that will collect the water sample:
4. Training for the Qualified Personnel includes viewing the Visual Assessment Webinar and/or the 3 Visual Assessment Tutorials on the DEQ, WRD Industrial Storm Water webpage. Check the appropriate box below:
 - Yes
 - No, however a copy of the training materials used are included with this procedure.
5. List the sampling equipment used for the collecting the water sample(s):
6. Complete a) through c) below to describe the storm event information.
 - a) Describe how qualifying storm events are determined (including nature of the event):
 - b) Describe how each discharge point was evaluated to determine when a discharge would begin:
 - c) Describe what would constitute an adverse weather condition that would prevent sample collection:
7. Describe how the samples will be collected (Determine the timing sequence for water sample collection from the discharge points):
8. Describe the water sampling instructions that the Qualified Personnel will follow:
9. Describe how observations made by the Qualified Personnel will be documented during the discharge (include nature of the event):
10. Describe the sample storage procedures if applicable:
11. Describe the procedures the Industrial Storm Water Certified Operator will follow to perform the visual assessment(s) of the water sample(s):

12. List the name(s) of the Industrial Storm Water Certified Operator that will be performing the water sample visual assessment(s):
13. The DEQ, WRD Visual Assessment Report form should be used to document each water sample visual assessment. Check the appropriate box below:
- Yes, the DEQ, WRD Visual Assessment Report form is used.
- No, the DEQ, WRD Visual Assessment Report form is not used however the form being used to meet this requirement is included with this procedure.
14. Colored Photos shall be used to record the visual assessment(s). If other methods of recording observations will be used describe those methods:
15. All visual assessment documentation should be kept with the SWPPP file. If documentation will be kept at an alternate location state that location:
16. Describe the follow-up actions that will be taken if unusual characteristics are observed during the visual assessment(s):

15.0 TABLE 2 – SPILL KIT INVENTORY

List the spill response equipment that will be maintained in each location or locker (refer to MSDSs to determine recommended clean-up methods and supplies):

Person responsible for maintaining this inventory:

Locker number or location	Absorbents (pads, booms, kitty litter, etc.)	Tools (shovels, brooms, squeegees, etc.)	Personal Protective Equipment (rubber gloves, boots, masks, etc.)	Other Supplies (warning tape, labels, markers, MSDSs, etc.)

Label each spill kit with the words "SPILL KIT" and the necessary emergency telephone number(s) or pager number(s) of persons to be contacted in case of a spill or leak that is beyond the training and equipment available on or near each spill locker:

Facility Responsible Person/Phone Number:

Spill Response Contractor (if any)/Phone Number:

DEQ District Office Phone Number:

DEQ 24-Hour Emergency Spill Reporting Hot-Line: 1-800-292-4706 (PEAS Number)

Stencil the following warning on each spill kit:

**“WARNING: NEVER HOSE DOWN A SPILL!
CLEAN IT UP PROMPTLY AND DISPOSE OF THE WASTE PROPERLY.”**

16.0 ROUTINE INSPECTION FORM

Date:	Time:
-------	-------

Inspector Information	
Print Name:	Signature:

Areas Inspected	Observation	Corrective Actions Taken
Compost Windrows: <i>Ensure windrows are neatly piled</i>		
Vegetated Buffers: <i>Maintain buffers around detention basins and swales to slow flow and reduce sedimentation to ponds. Post "no mowing" signs.</i>		
Detention Basins: <i>Dredge detention basins as needed to maintain functionality.</i>		

17.0 COMPREHENSIVE SITE INSPECTION FORM

Date:	Time:
-------	-------

Certified Operator Information	
Print Name:	Signature:

Precipitation Information
Check the most appropriate box that represents the weather condition during the inspection: <input type="checkbox"/> Dry <input type="checkbox"/> Rain <input type="checkbox"/> Snow <input type="checkbox"/> Other, explain:

Compliance Certification Statement
Based on the results of this inspection the facility is in compliance with the general permit and the SWPPP: <input type="checkbox"/> Yes <input type="checkbox"/> No, explain:

Areas Inspected	Observation	Corrective Actions Taken
<i>Routine Inspection Report Paperwork</i>		

18.0 VISUAL ASSESSMENT REPORT FORM

Visual Assessment Sample Information		
Facility Name: Ann Arbor Municipal Compost Center	COC No. <u>or</u> NPDES Permit No: MI0053856	
Industrial Storm Water Certified Operator Name: Jennifer Lawson, CSM		
Name / Title of person collecting sample if other than Cert. Operator:		
Date of Comprehensive Inspection:	Is this a substitute sample? <input type="checkbox"/> No <input type="checkbox"/> Yes Explain:	
Discharge Point # / Name:	Substantially Identical Discharge Point? <input type="checkbox"/> No <input type="checkbox"/> Yes List:	
Description of sample collection location:		
Date / Time Discharge Began:	Date / Time Sample Collected:	Date / Time Sample Examined:
For rain events - if sample was collected > 30 minutes from start of discharge, provide explanation:		
Snowmelt <input type="checkbox"/>	Rainfall <input type="checkbox"/> Inches:	If rain event - previous storm ended > 72 hours prior to start of this event? <input type="checkbox"/> No <input type="checkbox"/> Yes

Observations	
Color: <input type="checkbox"/> None <input type="checkbox"/> Yes (describe):	Floating Solids: <input type="checkbox"/> No <input type="checkbox"/> Yes (describe):
Oil Films / Sheens: <input type="checkbox"/> None <input type="checkbox"/> Flecks <input type="checkbox"/> Globs <input type="checkbox"/> Sheen <input type="checkbox"/> Other	
Describe appearance of film/sheen:	
Foam (gently shake sample): <input type="checkbox"/> No <input type="checkbox"/> Yes	Suspended Solids: <input type="checkbox"/> No <input type="checkbox"/> Yes (describe):
Settleable Solids: <input type="checkbox"/> No <input type="checkbox"/> Yes (describe):	
Odor: <input type="checkbox"/> None <input type="checkbox"/> Musty <input type="checkbox"/> Sewage <input type="checkbox"/> Sulfur <input type="checkbox"/> Sour <input type="checkbox"/> Hydrocarbons <input type="checkbox"/> Chemical <input type="checkbox"/> Other (describe):	
Turbidity/Clarity: <input type="checkbox"/> Clear <input type="checkbox"/> Slightly Cloudy <input type="checkbox"/> Cloudy <input type="checkbox"/> Milky <input type="checkbox"/> Other (describe):	
Picture of sample taken (required): <input type="checkbox"/> No <input type="checkbox"/> Yes Storage location:	
Receiving waters observed? <input type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes (describe):	

Follow-up:
Based on the visual observation, are there unnatural characteristics in the discharge (cloudiness, color, sheen, etc.)? <input type="checkbox"/> No <input type="checkbox"/> Yes
Potential sources of observed unnatural characteristics <input type="checkbox"/> N/A <u>or</u> describe:
Implemented / recommended corrective action(s) <input type="checkbox"/> N/A <u>or</u> describe: Scheduled date for correction:

I certify that the above information is correct	
Certified Operator Signature	Date

RETAIN THIS FORM FOR A MINIMUM OF 3 YEARS

20.0 ANNUAL SWPPP REVIEW REPORT FORM

Facility Information	
Designated Name:	Certificate of Coverage No. <u>or</u> Individual Permit No.:
Facility Address:	County:
Facility Contact Information	
Name:	Telephone No.:
Email Address:	Certification No.:
Backup Facility Contact Information	
Name:	Telephone No.:
Email Address:	Certification No.:
Industrial Storm Water Certified Operator Information	
Name:	Telephone No.:
Email Address:	Certification No.:
Space to list additional operators if applicable:	

The SWPPP Checklist on the DEQ, WRD Industrial Storm Water webpage should be used to review the facility's SWPPP and before the following 10 questions are completed.

1. Facility general information is current and accurate	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
2. Site map is current and accurate	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
3. Significant material inventory is current and accurate	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
4. New exposures, processes and related controls have been documented appropriately in the SWPPP	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
5. Spills have been recorded and reported as appropriate	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
6. Employee SWPPP training was conducted and documented	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
7. Records of routine preventative maintenance and housekeeping inspections are available in the SWPPP file	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
8. Comprehensive site inspections have been completed, certified and filed in the SWPPP file	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
9. Visual Assessments have been completed and the reports have been filed in the SWPPP file	Yes <input type="checkbox"/>	No <input type="checkbox"/>	NA <input type="checkbox"/>
10. Corrective actions noted in the inspection reports have been completed	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
11. The SWPPP is compliant with the permit and has been reviewed and signed by the Certified Storm Water Operator and the permittee or designated representative	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Additional Comments:			

I certify that the above information is correct:	
Name:	Signature / Date:

SUBMIT THIS FORM TO THE DEQ, WRD DISTRICT OFFICE IDENTIFIED ON YOUR CERTIFICATE OF COVERAGE ON OR BEFORE **JANUARY 10TH** OF EACH YEAR

21.0 DEQ SPILL OR RELEASE REPORT



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

SPILL OR RELEASE REPORT

NOTE: Some regulations require a specific form to use and procedures to follow when reporting a release. Those forms and procedures **MUST** be used and followed if reporting under those regulations. This report form is to aid persons reporting releases under regulations that do not require a specific form. This report form is not required to be used. To report a release, some regulations require a facility to call the PEAS Hotline at 800-292-4706, or DEQ District Office that oversees the county where it occurred, and other regulating agencies and provide the following information. A follow-up written report may be required. Keep a copy of this report as documentation that the release was reported. If you prefer to submit this report electronically by FAX or e-mail, contact the regulating agency for the correct telephone number or e-mail address. See the DEQ website on [Spill/Release Reporting](#) for more reporting information.

Please print or type all information.

NAME AND TITLE OF PERSON SUBMITTING WRITTEN REPORT			TELEPHONE NUMBER (provide area code)		
NAME OF BUSINESS			RELEASE LOCATION (provide address if different than business, if known, and give directions to the spill location. Include nearest highway, town, road intersection, etc.)		
STREET ADDRESS					
CITY	STATE	ZIP CODE			
BUSINESS TELEPHONE NUMBER (provide area code)					
SITE IDENTIFICATION NUMBER AND OTHER IDENTIFYING NUMBERS (if applicable)			COUNTY	TOWNSHIP	TIER/RANGE/SECTION (if known)
RELEASE DATA. Complete all applicable categories. Check all the boxes that apply to the release. Provide the best available information regarding the release and its impacts. Attach additional pages if necessary.					
DATE & TIME OF RELEASE (if known) ____/____/____ _____am/pm	DATE & TIME OF DISCOVERY ____/____/____ _____am/pm	DURATION OF RELEASE (if known) _____ days _____ hours _____ minutes		TYPE OF INCIDENT <input type="checkbox"/> Explosion <input type="checkbox"/> Fire <input type="checkbox"/> Leaking container <input type="checkbox"/> Loading/unloading release <input type="checkbox"/> Pipe/valve leak or rupture <input type="checkbox"/> Vehicle accident <input type="checkbox"/> Other _____	
MATERIAL RELEASED (Chemical or trade name) <input type="checkbox"/> CHECK HERE IF ADDITIONAL MATERIALS LISTED ON ATTACHED PAGE.		CAS NUMBER or HAZARDOUS WASTE CODE	ESTIMATED QUANTITY RELEASED (Indicate unit e.g. lbs, gals, cu ft or yds)	PHYSICAL STATE RELEASED (Indicate if solid, liquid, or gas)	
FACTORS CONTRIBUTING TO RELEASE <input type="checkbox"/> Equipment failure <input type="checkbox"/> Operator error <input type="checkbox"/> Faulty process design <input type="checkbox"/> Training deficiencies <input type="checkbox"/> Unusual weather conditions <input type="checkbox"/> Other _____			SOURCE OF LOSS <input type="checkbox"/> Container <input type="checkbox"/> Railroad car <input type="checkbox"/> Pipeline <input type="checkbox"/> Ship <input type="checkbox"/> Tank <input type="checkbox"/> Tanker <input type="checkbox"/> Truck <input type="checkbox"/> Other _____		
TYPE OF MATERIAL RELEASED <input type="checkbox"/> Agricultural: manure, pesticide, fertilizer <input type="checkbox"/> Chemicals <input type="checkbox"/> Flammable or combustible liquid <input type="checkbox"/> Hazardous waste <input type="checkbox"/> Liquid industrial waste <input type="checkbox"/> Oil/petroleum products or waste <input type="checkbox"/> Salt <input type="checkbox"/> Sewage <input type="checkbox"/> Other _____ <input type="checkbox"/> Unknown		MATERIAL LISTED ON or DEFINED BY <input type="checkbox"/> CAA Section 112(r) list (40 CFR Part 68) <input type="checkbox"/> CERCLA Table 302.4 (40 CFR Part 302) <input type="checkbox"/> EPCRA Extremely Hazardous Substance (40 CFR Part 355) <input type="checkbox"/> Michigan Critical Materials Register or permit <input type="checkbox"/> NREPA Part 31, Part 5 Rules polluting material <input type="checkbox"/> NREPA Part 111 or RCRA hazardous waste <input type="checkbox"/> NREPA Part 121 liquid industrial waste <input type="checkbox"/> Other list _____ <input type="checkbox"/> Unknown		IMMEDIATE ACTIONS TAKEN <input type="checkbox"/> Containment <input type="checkbox"/> Dilution <input type="checkbox"/> Evacuation <input type="checkbox"/> Hazard removal <input type="checkbox"/> Neutralization <input type="checkbox"/> System shut down <input type="checkbox"/> Diversion of release to treatment <input type="checkbox"/> Decontamination of persons or equipment <input type="checkbox"/> Monitoring <input type="checkbox"/> Other _____	
RELEASE REACHED					
<input type="checkbox"/> Surface waters (include name of river, lake, drain involved) _____			Distance from spill location to surface water, in feet _____		
<input type="checkbox"/> Drain connected to sanitary sewer (include name of wastewater treatment plant and/or street drain, if known) _____					
<input type="checkbox"/> Drain connected to storm sewer (include name of drain or water body it discharges into, if known) _____					
<input type="checkbox"/> Groundwater (indicate if it is a known or suspected drinking water source and include name of aquifer, if known) _____					
<input type="checkbox"/> Soils (include type e.g. clay, sand, loam, etc.) _____					
<input type="checkbox"/> Ambient Air					
<input type="checkbox"/> Spill contained on impervious surface					

EXTENT OF INJURIES, IF ANY <hr/>	WAS ANYONE HOSPITALIZED? <input type="checkbox"/> Yes NUMBER _____ HOSPITALIZED: _____ <input type="checkbox"/> No	TOTAL NUMBER OF INJURIES TREATED ON-SITE: <hr/>																																																																								
DESCRIBE THE INCIDENT, THE TYPE OF EQUIPMENT INVOLVED IN THE RELEASE, HOW THE VOLUME OF LOSS WAS DETERMINED, ALONG WITH ANY RESULTING ENVIRONMENTAL DAMAGE CAUSED BY THE RELEASE. IDENTIFY WHO IMMEDIATELY RESPONDED TO THE INCIDENT (own employees or contractor — include cleanup company name, contact person, and telephone number). ALSO IDENTIFY WHO DID FURTHER CLEANUP ACTIVITIES, IF PERFORMED OR KNOWN WHEN REPORT SUBMITTED <input type="checkbox"/> CHECK HERE IF DESCRIPTION OR ADDITIONAL COMMENTS ARE INCLUDED ON ATTACHED PAGE <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>																																																																										
ESTIMATED QUANTITY OF ANY RECOVERED MATERIALS AND A DESCRIPTION OF HOW THOSE MATERIALS WERE MANAGED (include disposal method if applicable) <input type="checkbox"/> CHECK HERE IF DESCRIPTION OR ADDITIONAL COMMENTS ARE INCLUDED ON ATTACHED PAGE <hr/> <hr/>																																																																										
ASSESSMENT OF ACTUAL OR POTENTIAL HAZARDS TO HUMAN HEALTH (include known acute or immediate and chronic or delayed effects, and where appropriate, advice regarding medical attention necessary for exposed individuals.) <input type="checkbox"/> CHECK HERE IF DESCRIPTION OR ADDITIONAL COMMENTS ARE INCLUDED ON ATTACHED PAGE <hr/> <hr/>																																																																										
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY NOTIFIED: INITIAL CONTACT BY: <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> Other DATE/TIME INITIAL CONTACT: _____ <input type="checkbox"/> PEAS: 800-292-4706 Log Number Assigned _____ <input type="checkbox"/> DEQ District or Field Office Divisions or Offices Contacted: <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Baraga</td> <td><input type="checkbox"/> Gwinn</td> <td><input type="checkbox"/> Air Quality</td> </tr> <tr> <td><input type="checkbox"/> Bay City</td> <td><input type="checkbox"/> Jackson</td> <td><input type="checkbox"/> Land & Water Management</td> </tr> <tr> <td><input type="checkbox"/> Cadillac</td> <td><input type="checkbox"/> Kalamazoo</td> <td><input type="checkbox"/> Office Geological Survey</td> </tr> <tr> <td><input type="checkbox"/> Crystal Falls</td> <td><input type="checkbox"/> Lansing</td> <td><input type="checkbox"/> Remediation and Redevelopment</td> </tr> <tr> <td><input type="checkbox"/> Detroit</td> <td><input type="checkbox"/> Newberry</td> <td><input type="checkbox"/> Waste and Hazardous Materials</td> </tr> <tr> <td><input type="checkbox"/> Gaylord</td> <td><input type="checkbox"/> Warren</td> <td><input type="checkbox"/> Water Bureau</td> </tr> <tr> <td><input type="checkbox"/> Grand Rapids</td> <td><input type="checkbox"/> Wyoming</td> <td></td> </tr> </table> <small>DEQ Office locations are subject to change</small>	<input type="checkbox"/> Baraga	<input type="checkbox"/> Gwinn	<input type="checkbox"/> Air Quality	<input type="checkbox"/> Bay City	<input type="checkbox"/> Jackson	<input type="checkbox"/> Land & Water Management	<input type="checkbox"/> Cadillac	<input type="checkbox"/> Kalamazoo	<input type="checkbox"/> Office Geological Survey	<input type="checkbox"/> Crystal Falls	<input type="checkbox"/> Lansing	<input type="checkbox"/> Remediation and Redevelopment	<input type="checkbox"/> Detroit	<input type="checkbox"/> Newberry	<input type="checkbox"/> Waste and Hazardous Materials	<input type="checkbox"/> Gaylord	<input type="checkbox"/> Warren	<input type="checkbox"/> Water Bureau	<input type="checkbox"/> Grand Rapids	<input type="checkbox"/> Wyoming		OTHER ENTITIES NOTIFIED: <table style="width:100%; border: none;"> <thead> <tr> <th style="text-align: left;"></th> <th style="text-align: left;">Date:</th> <th style="text-align: left;">Time:</th> </tr> </thead> <tbody> <tr><td><input type="checkbox"/> National Response Center (NRC): 800-424-8802</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> US Coast Guard Office: <input type="checkbox"/> Detroit <input type="checkbox"/> Grand Haven <input type="checkbox"/> Sault Ste. Marie</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> US Department of Transportation</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> US Environmental Protection Agency</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> 911 (or primary public safety answering point)</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Local Fire Department</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Local Police and/or State Police</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Local Emergency Planning Committee</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> State Emergency Response Commission via MI SARA Title III Program</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Wastewater Treatment Plant Authority</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Hazmat Team</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Local Health Department</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Department of Labor & Economic Growth MIOSHA</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Department of Labor & Economic Growth Fire Safety</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Michigan Department of Agriculture: 800-405-0101</td><td>_____</td><td>_____</td></tr> <tr><td><input type="checkbox"/> Other _____</td><td>_____</td><td>_____</td></tr> </tbody> </table>			Date:	Time:	<input type="checkbox"/> National Response Center (NRC): 800-424-8802	_____	_____	<input type="checkbox"/> US Coast Guard Office: <input type="checkbox"/> Detroit <input type="checkbox"/> Grand Haven <input type="checkbox"/> Sault Ste. Marie	_____	_____	<input type="checkbox"/> US Department of Transportation	_____	_____	<input type="checkbox"/> US Environmental Protection Agency	_____	_____	<input type="checkbox"/> 911 (or primary public safety answering point)	_____	_____	<input type="checkbox"/> Local Fire Department	_____	_____	<input type="checkbox"/> Local Police and/or State Police	_____	_____	<input type="checkbox"/> Local Emergency Planning Committee	_____	_____	<input type="checkbox"/> State Emergency Response Commission via MI SARA Title III Program	_____	_____	<input type="checkbox"/> Wastewater Treatment Plant Authority	_____	_____	<input type="checkbox"/> Hazmat Team	_____	_____	<input type="checkbox"/> Local Health Department	_____	_____	<input type="checkbox"/> Department of Labor & Economic Growth MIOSHA	_____	_____	<input type="checkbox"/> Department of Labor & Economic Growth Fire Safety	_____	_____	<input type="checkbox"/> Michigan Department of Agriculture: 800-405-0101	_____	_____	<input type="checkbox"/> Other _____	_____	_____
<input type="checkbox"/> Baraga	<input type="checkbox"/> Gwinn	<input type="checkbox"/> Air Quality																																																																								
<input type="checkbox"/> Bay City	<input type="checkbox"/> Jackson	<input type="checkbox"/> Land & Water Management																																																																								
<input type="checkbox"/> Cadillac	<input type="checkbox"/> Kalamazoo	<input type="checkbox"/> Office Geological Survey																																																																								
<input type="checkbox"/> Crystal Falls	<input type="checkbox"/> Lansing	<input type="checkbox"/> Remediation and Redevelopment																																																																								
<input type="checkbox"/> Detroit	<input type="checkbox"/> Newberry	<input type="checkbox"/> Waste and Hazardous Materials																																																																								
<input type="checkbox"/> Gaylord	<input type="checkbox"/> Warren	<input type="checkbox"/> Water Bureau																																																																								
<input type="checkbox"/> Grand Rapids	<input type="checkbox"/> Wyoming																																																																									
	Date:	Time:																																																																								
<input type="checkbox"/> National Response Center (NRC): 800-424-8802	_____	_____																																																																								
<input type="checkbox"/> US Coast Guard Office: <input type="checkbox"/> Detroit <input type="checkbox"/> Grand Haven <input type="checkbox"/> Sault Ste. Marie	_____	_____																																																																								
<input type="checkbox"/> US Department of Transportation	_____	_____																																																																								
<input type="checkbox"/> US Environmental Protection Agency	_____	_____																																																																								
<input type="checkbox"/> 911 (or primary public safety answering point)	_____	_____																																																																								
<input type="checkbox"/> Local Fire Department	_____	_____																																																																								
<input type="checkbox"/> Local Police and/or State Police	_____	_____																																																																								
<input type="checkbox"/> Local Emergency Planning Committee	_____	_____																																																																								
<input type="checkbox"/> State Emergency Response Commission via MI SARA Title III Program	_____	_____																																																																								
<input type="checkbox"/> Wastewater Treatment Plant Authority	_____	_____																																																																								
<input type="checkbox"/> Hazmat Team	_____	_____																																																																								
<input type="checkbox"/> Local Health Department	_____	_____																																																																								
<input type="checkbox"/> Department of Labor & Economic Growth MIOSHA	_____	_____																																																																								
<input type="checkbox"/> Department of Labor & Economic Growth Fire Safety	_____	_____																																																																								
<input type="checkbox"/> Michigan Department of Agriculture: 800-405-0101	_____	_____																																																																								
<input type="checkbox"/> Other _____	_____	_____																																																																								
NAME AND TITLE OF PERSON MAKING INITIAL REPORT: <hr/>	PERSON CONTACTED & PHONE NUMBER: <hr/>																																																																									
DEQ STAFF CONTACTED & PHONE NUMBER: <hr/>	PERSON CONTACTED & PHONE NUMBER: <hr/>																																																																									
DATE WRITTEN REPORT SUBMITTED	SIGNATURE OF PERSON SUBMITTING WRITTEN REPORT																																																																									

Exhibit B
Scope of Services

Proposal of



3308 Bernice Avenue
Russellville, Arkansas 72802
PO Box 3036
Russellville, Arkansas 72811
(479) 498-0500

For

COMPOST FACILITY OPERATIONS AND MANAGEMENT

City of Ann Arbor, Michigan RFP #17-25

To

City of Ann Arbor
c/o Customer Service
301 East Huron Street, PO Box 8647
Ann Arbor, Michigan 48107





3308 Bernice Avenue
Russellville, Arkansas 72802
PO Box 3036
Russellville, Arkansas 72811
(479) 498-0500

August 31, 2017

BY HAND DELIVERY

City of Ann Arbor
c/o Customer Service
301 East Huron Street
PO Box 8647
Ann Arbor, MI 48107

Re: Request for Proposal - RFP #17-25, Compost Facility Operations & Management

Dear Representatives of the City of Ann Arbor:

WeCare Denali, LLC ("WeCare", "Company") is pleased to submit the enclosed proposal for Compost Facility Operations and Management for the City of Ann Arbor.

WeCare is fully prepared to furnish the performance and payment bonds in accordance with the contractual requirements. Additionally, WeCare can provide all insurance requirements and documentation upon request. WeCare acknowledges Addendum No. 1 consisting of 118 pages. An electronic copy of the proposal is included along with a separate sealed envelope containing two copies of the fee proposal.

WeCare is the respondent and development entity for the project. Over the last twenty-five years, and during the time spent developing and operating compost management facilities, and marketing compost based products throughout the Country, WeCare personnel have developed the hands on, operational and marketing knowledge essential to a viable, long-term compost management program. There is no other firm that has the experience and references in the management of municipally-owned compost facilities.

WeCare is the recognized leader in the field of organics management with expertizes in the recycling and conversion of organic based feedstock including green waste, wood waste, food waste, food processing waste and biosolids. WeCare has proven experience in the management and maintenance of complex process systems and the production of high quality, clean products. WeCare has established and grown distribution networks with products sold to a diverse group of end users in the landscape, horticultural, turfgrass and agricultural market segments.


Accordingly, among the field of respondents to the RFP, WeCare is the highest qualified firm capable of providing the level of experience, financial capability, labor, equipment, and overall service, as outlined in the RFP.

WeCare is committed to enter into a mutually agreeable Service Agreement with the City at the prices stated in the enclosed proposal. It is our hope that our timely response to the City's RFP and our current contractual relationship with the City are demonstration of our commitment to continuing superior services to the City of Ann Arbor.

Should you have any questions or need further clarification, please feel free to contact me at michael.nicholson@denaliwater.com or at 419-349-5402. We look forward to the next steps in the procurement.

Thank you.

Very truly yours,



Michael G. Nicholson
Senior Vice President, Development
WeCare Denali, LLC

cc: Jeffrey J. LeBlanc, WeCare Denali, LLC
Andy McNeill, WeCare Denali, LLC



Table of Contents

Executive Summary.....	2
Professional Qualifications	5
History.....	6
Leadership.....	6
Similar Projects, Experience and Project References	9
City of Ann Arbor, Michigan Compost Facility	9
City of Phoenix, Arizona Compost Facility	10
New York City Department of Sanitation Compost Facility (DSNY).....	11
Rockland County, New York – Hillburn, New York – Compost Facility	11
Burlington County, New Jersey Compost Facility	12
Project Reference Contact Information.....	13
Facility Operations Standard Operational Procedures	14
Additional Items for Discussion with the City.....	25
Attachments A, B, C & D	



Executive Summary

WeCare Denali, LLC ("WeCare") is the respondent to the City of Ann Arbor's ("City") Request for Proposal #17-25 Compost Facility Operations and Management. WeCare has provided:

1. One (1) original technical proposal, including the required attachments;
2. Six (6) copies of the technical proposal;
3. One (1) digital copy (USB) of the technical proposal; and
4. Two (2) fee proposals enclosed in a singled separate sealed envelope.

Additionally, WeCare acknowledges the receipt of Addendum 1.

In October of 2016, Denali Water Solutions, LLC ("Denali") merged with WeCare Organics, LLC, forming the second largest national organics management company in the U.S. and creating the wholly owned subsidiary WeCare Denali, LLC ("WeCare"). WeCare's primary focus is the development, operations and management of composting facilities throughout the United States. WeCare is the current Compost Facility Operations Manager for the City.

Since February 2011, WeCare has successfully partnered with the City in the operation of the composting facility. The approach presented in this response is to continue to exceed the City's expectations as a valued team member through our proven experience in value added, cost effective, sustainable compost facility management. WeCare has consistently checked all the boxes when it comes to the operation, maintenance, regulatory compliance, legislative affairs and beneficial use of organic products for the program. The WeCare team approach provides the opportunity for the City to continue to engage trusted composting experts throughout the term of the project.

WeCare has provided all services required under our current contract. Services have included:

- operation of the facility;
- marketing of all compost and mulch products; and
- sourcing of additional third party organics for which we share incoming waste revenue and product sales revenue with the City.

WeCare has demonstrated best management practices conducting all operations within the Compost Facility and in accordance with the Compost Facility's MDEQ registration, the storm water pollution prevention plan (SWPPP) and all other regulatory requirements.

WeCare has worked with City staff to (1) develop and successfully implement the Residential Food Scraps Collection Program (“RFSCP”) that began in March 2013 and (2) develop the third party Voluntary Food Waste Acceptance Program (“VFAP”) which began in April 2016.

WeCare has successfully worked with the City, compost stakeholders, the Compost Council of Michigan (“CCM”), the Michigan Recycling Coalition (“MRC”) and the Michigan Department of Environmental Quality (“MDEQ”) to successfully defeat repeated efforts within the state legislature to eliminate the Yard Waste Ban in Michigan landfills.

In the past 12 months, WeCare has worked with the University of Michigan to develop their zero waste initiatives for the university athletic facilities. This fall, the compost facility will begin receiving all compostable materials from the university’s major sports venues, including Michigan Stadium, the Crisler Center and Yost Ice Arena.

WeCare is actively participating in workgroups within the CCM, MRC and the MDEQ to provide comments on the Draft Part 115 Compost Regulations. WeCare is prepared to work with the MDEQ to finalize a rational and sustainable composting regulation and is prepared to work with the City to meet any new requirements they may bring.

WeCare is committed to the development of the City’s Post Consumer Commercial Food Waste Collection Program and will provide our support on the successful implementation, receiving, processing and marketing of the resulting products. WeCare is excited about our relationship with the City of Ann

WeCare has the verifiable experience and resources to make the benefits of the proposed project a reality.



Arbor and excited to

continue our efforts to provide cost effective, sustainable, resource conversion and recycling management services.

WeCare personnel have over 100 years in the operation and maintenance of composting and residual management facilities.

WeCare’s proposal is to enter a long-term agreement with the City to operate and maintain the Composting Facility at the highest standards. WeCare’s composting experience, specifically as the Ann Arbor Compost Facility operator for the past 6.5 years, clearly demonstrates our strength and ability to continue to raise the bar in overall performance.

Accordingly, among the field of respondents to the RFP, WeCare is the most qualified firm to provide the level of effort, in terms of experience, management and capability, labor and equipment, and overall service, as outlined in the RFP, at the pricing provided in the enclosed proposal. As evidenced by our successful existing Agreement with the City, WeCare has the verifiable experience and resources to make the benefits of the proposed project a reality.



Benefits to the City of Ann Arbor include:

- ensuring the City's commitment to composting and beneficial use of organic waste generated within Ann Arbor and southeastern Michigan;
- long-term cost savings while maintaining or exceeding facility compliance;
- one-stop shop for facility operation, transportation, product marketing and construction services;
- a seamless transition from the current agreement to the new long-term agreement; and
- maintaining beneficial use and recycling of the City of Ann Arbor organics.

WeCare would like to thank the City and its staff for providing an opportunity to submit this proposal, for the time spent reviewing its contents and for its long-term commitment to the composting industry.

Professional Qualifications

WeCare Denali, LLC is a limited liability company headquartered in Russellville, Arkansas and is a leading national organics management company, with over one million tons of organics managed annually.

WeCare provides organics, biosolids, and residual waste management solutions as well as a variety of goods and services to the municipal, agricultural and environmental industry. Services include contract operations of municipal organics conversion facilities, merchant processing and disposal of municipal waste, contract management of biosolids and organic waste, technology supply and project development, distribution, marketing and beneficial use of recycled organics as fertilizer, compost and soil amendments.

WeCare is an industry leader in the conversion and manufacturing of organics products and has developed an extensive network of customers in the agricultural, horticultural, turf and soil industries. WeCare products are recognized under the trade names WeCare Compost® and WeCare Ag-Advantage™.

The company additionally provides dredging, mobile dewatering, outsourced dewatering, geotextile tube dewatering, lagoon and digester cleanout services.

WeCare has been in the business of providing organics and residuals management services since 1995. Among its senior leadership ranks are top experts who have provided leadership in the organics and residuals management industry for over 25 years. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for WeCare's success as an environmental service company, and it is the reason WeCare will continue to be the premier choice for responsive and ethical organics and residuals management services for public, private, and industrial customers across the U.S. The Company takes pride in its work, its relationships with customers and with officials in regulatory agencies. The goal of WeCare is to continue to grow and evolve within this ever-changing industry.



History

Denali Water Solutions, LLC was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and the handling of spent gas and oil exploration production fluids. Denali divested of its oil & gas business and its rendering business (i.e., spend fats and greases) in 2014 and as a result of these divestitures, the name of the company was changed to Denali Water Solutions.

Leadership

Andy McNeill - Chief Executive Officer

With over 15 years of industry experience Andy McNeill has led as CEO since 2002. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, resource recovery, sustainability and organics conversion technologies. Andy McNeill also serves on various boards.

Jeffrey J. LeBlanc - President North America

Jeff LeBlanc is the President of WeCare and will have overall corporate responsibility and will regularly meet with project team members to help shape the project. His expected involvement will be to lead negotiations and review progress and communicate with the Team members and the City on critical issues on a regular basis during the term of the project. Mr. LeBlanc was President and CEO of WeCare Organics, LLC and led the effort, along with Andy McNeill and Mark Marasco to conclude the WeCare Denali merger. Mr. LeBlanc has over 20 years' experience in the organics and waste industry. Mr. LeBlanc has served in many industrial association leadership positions including Chair of the 2008 National Biosolids and Residuals Conference in Philadelphia and Chair of the Biosolids Committee, New York WEA. In 2008, the U.S. Composting Council honored Mr. LeBlanc with their "HI Kellogg Composter of the Year" Award. Mr. LeBlanc is a graduate of Cornell University.

Mark Marasco – Chief Financial Officer

Mark brings over 20 years' experience to his role of Chief Financial Officer for Denali Water Solutions. Most of his background has been in financial/accounting management, information technology, business evaluations, and customer relations. Throughout his career, Mark has worked for such companies as Boeing, Honeywell, Cargill and Goodwill. Mark has a BBA in Finance from Wichita State University and a MBA from Baker University. He joined WeCare in November 2013.

Julie McNeill – Director, Human Resources and Public Affairs

Julie brings a wealth of global experience to the Human Resources / Public Affairs department. After completing her Bachelor of Arts degree in communications (minor-political science) at the University of Arkansas, she began her career with Kappa Kappa Gamma Women's Organization in 1990. From 1991 through 1998, Julie worked with Coca Cola in Atlanta, Georgia as a project manager, in executive staffing and as manager for general management staffing. From 1998-1999, she continued in this capacity for Coca Cola Greater Europe, based in Brussels, Belgium. Julie entered the residuals management industry with Denali in the fall of 2013.

Michael Nicholson – Senior Vice President Development

Mike Nicholson is the lead project development manager for the Ann Arbor project and has served as the Ann Arbor project Regional Manager for the past 7 years. In cooperation with the City of Ann Arbor staff, Mike served as the company liaison responsible for the successful development and implementation of the Ann Arbor Residential Food Waste Collection Program (beginning March 2013) and the development of the Voluntary Post Consumer Food Waste Program (beginning April 2016). Mr. Nicholson is an active member of the Compost Council of Michigan and has lead several efforts against the elimination of the Michigan landfill yard waste ban in cooperation with statewide stakeholders, the Michigan Recycling Coalition and the Michigan Department of Environmental Quality.

Mr. Nicholson is responsible for National Development and leads the WeCare Technology Group. The WeCare Technology Group is focused on the development and distribution of process, systems and equipment for the purpose of organic waste conversion, with emphasis on energy conservation, recovery and or generation. WeCare is structured to provide managerial, technical, engineering, regulatory, construction, and distribution services for the procurement of its technology. Mr. Nicholson has 28 years of experience in organic residuals management including the design, permitting, construction and development of over 75 municipal biosolids and yard and food waste programs. Mr. Nicholson has developed programs for yard waste, food waste and biosolids management using multiple technologies and strategies including composting, mechanical drying, alkaline treatment, digestion, land application and gasification. Prior to joining WeCare, Mr. Nicholson was the Senior Vice President of WeCare Organics, LLC. Mr. Nicholson is a graduate of the University of Dayton and resides in Maumee, Ohio.

Don Butynski – Ann Arbor Project Manager

Don joined the WeCare team in February of 2011 in the role of Project Manager for the Ann Compost Facility and serves in that role today. Don is responsible for the day-to-day operation of the facility and oversees administrative and operational functions. Don is responsible for coordinating with the scale house for record collection and reporting, billing and customer services. Don is also responsible for quality control and assurance, regulatory record keeping and reporting and participation in the US Composting Council's STA Seal of Approval Program.

Prior to joining the WeCare team Don was employed by Recycle Ann Arbor as the Drop-Off-Station manager. Don resides in Bellville, Michigan and has worked in Ann Arbor for 17 years.

Brian Fleury – Senior Vice President - Organic Residuals

Brian Fleury is the Senior Vice President of Organic Residuals responsible for overseeing all operations, sales, marketing and customer service activities in our market area. Mr. Fleury will serve in a support position for the Ann Arbor Project providing both technical and regulatory assistance. Mr. Fleury, a graduate of SUNY Oswego, has over fourteen (14) years of experience marketing compost and compost-related products.

Mr. Fleury is responsible for operations of the New York City contracts, the Rockland County Co-Composting Facility, the Rikers Island Co-Composting facility and the Burlington County, New Jersey Co-Composting Facility. Mr. Fleury is a US Composting Council (USCC) Certified Compost Operations Manager and an active USCC Board Member.

Jeff Retzke - Senior Environmental Manager, East Region

Jeff joined WeCare in 2014 as Senior Environmental Manager, East Region. He is responsible for all technical services, land permitting and environmental reporting in the East region. Prior to joining WeCare, Jeff was employed with URS Corporation in Atlanta, Georgia as a Senior Environmental Scientist. Jeff holds a Bachelor of Science from the University of Alabama and a Master of Science, Environmental Studies from the Medical University of South Carolina.

Nick Thompson - Health and Safety Manager

Nick joined the Denali team in early 2017 as Health and Safety Manager bringing with him a decade of experience in the safety management specific to transportation and machine operations. Nick has completed extensive training through both the US Department of Transportation and Occupational Health and Safety Administration. He prides himself on staying on the forefront of legislative and regulatory activity associated with environmental services and organic residuals management. Nick is a 2005 graduate of Arkansas Tech University and works from our office in Russellville, Arkansas, where he lives with his wife and two sons.

Similar Projects, Experience and Project References

From the largest of US cities to the “Ma and Pa” home garden center, WeCare brings a passion for organics recycling and environmental stewardship. WeCare operates many waste recycling facilities, processing a variety of organic/residual waste material. Our list of client references is diverse and the following references provide a brief overview of the breadth of experience the company brings to the composting industry and this proposal:

Client	Compost Services	Status	Tons
City of Ann Arbor, MI	Contract Operations	Current	14,000/YR
City of Phoenix, AR	Contract Operations	Current	52,000/YR
New York City, NY -DSNY	Contract Operations	Current	35,000/YR
Rockland County, NY	Contract Operations	Current	30,000/YR
Burlington County, NJ	Contract Operations	Current	50,000/YR

City of Ann Arbor, Michigan Compost Facility

In 2010 WeCare was awarded a 7-year contract with the City of Ann Arbor to manage their 20,000-ton (80,000 yard a year) per year, yard trimmings and residential food waste composting facility. WeCare is responsible for the reception and processing of yard waste, wood waste and residential food waste into compost and mulch products for sale and distribution. With the success of the residential food waste collection and composting program the City has expanded the food waste program to include merchant post-consumer commercial food waste to be processed at the compost facility on a voluntary drop off basis. In 2017 WeCare has entered an agreement with the University of Michigan Athletics Department to support their athletic facilities “Zero Waste Initiative”. WeCare will begin processing all of the organic and compostable materials from their major athletic facilities including Michigan Stadium, The Crisler Center and Yost Ice Arena. The City is also now looking to expand into its own collection of post-consumer food waste for its commercial businesses. The partnership between the City and WeCare has substantially reduced the city’s cost for yard waste and mulch processing by over \$400,000 annually. In addition to processing waste derived from the City, the agreement allows for the processing of merchant materials from other independent contractors and other communities.



The City of Ann Arbor receives a revenue share for all merchant materials as well as a revenue share on product sales. The City participates in the US Compost Councils Standards of Testing and Assurance Program (STA).

City of Phoenix, Arizona Compost Facility



In 2016 WeCare was selected by the City of Phoenix, Arizona to contract operate their new State of the Art, Turned Aerated Pile (TAP) Composting Facility for the conversion of yard waste, food waste and wood waste and into high quality compost and mulch products.



Under the 7-year contract, WeCare will provide for the operations and maintenance of the facility and provide for the distribution and marketing of the compost and mulch products. In cooperation with the City and its' technology provider, WeCare developed the O&M Plan, Marketing and Distribution Plan and Emergency and Safety Plan for the new facility. The contract started in February of 2017 with the processing of mulch materials. The commissioning of the facility began in May of 2017.



The facility is located in the new Resource Innovation Campus located at the 27th Avenue Landfill Complex, which includes the Cities Resource Recovery Center and landfill. The facility occupies 27 acres and has the capacity to compost 55,000 tons annually. The facility is designed to quickly expand its capacity to 110,000 tons annually and ultimately to 220,000 tons annually. Major mobile equipment for the project includes wheel loaders,

Doppstadt DW3060SA shredder, Doppstadt AK6355SA grinder, Vermeer grinder, Vermeer CT1010 compost turner, Doppstadt trommel screen, Komtech Hurrifex plastic remover and destoner and water misting systems. The facility is currently producing high quality compost as demonstrated by participation in the US Compost Councils Standards of Testing and Assurance Program (STA).

New York City Department of Sanitation Compost Facility (DSNY)

WeCare is the service provider for the Department of Sanitation New York City (DSNY) three compost facilities located in Staten Island, Soundview Park and Rikers Island. The long-term agreement calls for the management of the facilities including the reception, processing, screening and supply of organic product back to the DSNY for distribution and beneficial use. In July 2007, WeCare began a ten (10) year operations contract with the DSNY.



Under this contract, WeCare maintains and operates two (2) outdoor leaf and yard trimmings compost facilities in the Bronx & Staten Island and one (1) enclosed in-vessel food scraps compost facility on Rikers Island. The Fresh Kills leaf and yard waste compost facility encompasses 27-acres within the borders of the former Fresh Kills landfill on Staten Island. The Soundview leaf composting facility is located on 12-acres within Soundview Park in the southeastern section of the Bronx. The leaf composting program includes most New York City's



Community Districts, which together generate 25,000 tons of autumn leaves each year. In addition, private landscapers deliver approximately 8,000 tons of yard waste to the Fresh Kills Composting Facility annually, and each year WeCare processes 2,500 tons of Christmas trees into mulch. WeCare operates and maintains all the equipment necessary to produce finished compost at the three (3) processing facilities. Some of the equipment includes Scarab windrow turners, trommel de-baggers/screeners, front-end loaders, dump & water trucks, skid steers and horizontal grinders. The City participates in the US Compost Councils Standards of Testing and Assurance Program (STA)

Rockland County, New York – Hillburn, New York – Compost Facility

WeCare operates and maintains a state-of-the-art composting facility, utilizing the in-vessel BDP ICS composting technology, processing 100 wet tons per day of biosolids and 80 tons per day of wood/yard trimmings. WeCare sells all finished compost under the WeCare Compost® label to soil manufacturers, landscapers and various turf-grass applications.



WeCare was awarded a ten-year operating contact with an annual O&M budget of \$1.7 million and a facilities upgrade construction contract worth \$4 million. The construction contract was completed in December of 2009 with the operating contract commencing February 2010. The County participates in the US Compost Councils Standards of Testing and Assurance Program (STA).



Construction upgrades included Corrosion control, structural repairs and replacement, Elastomeric roof (4-acre building) and computer systems upgrade. The facility processes approximately 30,000 tons annually of biosolids in addition to wood chips and yard waste. WeCare is responsible for the distribution and marketing of the compost which it markets under its WeCare Compost® trademark.

Burlington County, New Jersey, Compost Facility

WeCare operates and maintains this state-of-the-art composting facility, utilizing the in-vessel BDP ICS composting technology. This facility is the largest in-vessel biosolids compost facility on the East Coast producing 70,000 cubic yards of WeCare Compost® annually. In 2008, WeCare was awarded a ten-year operating contact, including Class A product marketing services and a facilities upgrade construction contract worth \$4 million, which was completed by WeCare in September 2009. Operations began February 2009. Construction upgrades included Corrosion control, structural repairs and replacement, Elastomeric roof (4-acre building) and computer systems upgrade. The facility processes approximately 50,000 tons annually of biosolids in addition to wood chips and yard waste. The City participates in the US Compost Councils Standards of Testing and Assurance Program (STA).



Project Reference Contact Information

City of Ann Arbor, Michigan Department of Public Works

Christina Gomes, Solid Waste and Recycling Coordinator
301 E. Huron Street, P.O. Box 8647
Ann Arbor, Michigan 48107
734-794-6430
CGomes@a2gov.org

City of Phoenix, Arizona

Stacy Hettmansperger, Operations Manager
Public Works Department, Solid Waste Diversion and Disposal Division
602-495-5600
stacy.hettmansperger@phoenix.gov

New York City Department of Sanitation Compost Contract (DSNY)

Robert Lange, Director
Bureau of Solid Waste Management
Beneficial Reuse Planning, Infrastructure Development & Management, NYC Department of Sanitation
212-437-4656
rlange@dsny.nyc.gov

New York City Department of Sanitation Compost Contract (DSNY)

Kirk Tomlinson, Deputy Director, Composting
Bureau of Solid Waste Management
Beneficial Reuse Planning, Infrastructure Development & Management, NYC Department of Sanitation
212-4374670

Rockland County Co-Composting Facility

Anna Roppolo, Executive Director
Rockland County Solid Waste Management Authority
420 Torne Valley Road
Hillburn, NY 10931
(845) 753-2200 x18
Aroppolo@rocklandrecycles.com

Rockland County Co-Composting Facility

Jerry Damiani, Operations Manager
Rockland County Solid Waste Management Authority
420 Torne Valley Road
Hillburn, NY 10931
(845) 753-2200 x25
gdamiani@rocklandrecycles.com

WeCare has operated its facilities in full regulatory compliance. WeCare has not received an administrative order, civil penalty, permit or license suspension or revocation, or a bond forfeiture action brought by local, state or federal jurisdictions, currently in effect or pending.

Facility Operations Standard Operational Procedures

Scale House

All incoming compostable materials are directed to the scale house via existing signage at the Wheeler Service Center. Vehicles dropping off compostable materials must report to the scale house to be weighed and receive a ticket. Drivers are then directed to the compost facility.

New Compost Facility Gate Office Trailer

Based upon the RFP document it is anticipated that a new small office/trailer will be located inside the front gate of the facility on the pond side. The office will be set up to receive payment for waste drop off and product sales. We will continue to receive credit card payments, checks or set up customer accounts. WeCare will be solely responsible for the management of all customer accounts. The operator will also be responsible to direct loads back to the scale house to weigh out.

Yard waste and Residential Food Waste Receiving from the City

Drivers for the City are directed by WeCare staff verbally or via signage or orange cones. City trucks typically deliver directly to the windrows. Drivers for the City are very responsible and take direction well. They understand the process and deliver the compostable materials where directed.

Yard waste Receiving from Third Parties

Yard waste delivered by homeowners, contractors and waste haulers are directed to the designated location or "Drop Off PAD" on the NE side of the North Pad. They are asked to drop off here to reduce the amount of traffic throughout the site and for their safety. Additionally, this improves efficiency, as this waste can contain comingled wood and brush with yard waste. WeCare staff separates the wood and brush from the yard waste.

Bulk Brush and Wood

Bulk brush and wood delivered by the City, homeowners, contractors and waste haulers is directed to the designated location or "Drop Off PAD" on the NE side of the North Pad. Incoming loads are inspected for contamination and for acceptable size. Loads are inspected to separate yard waste from the brush and wood. WeCare staff separates the wood and brush from the yard waste.

Wood Pallets

Pallets delivered by the City, homeowners, contractors and waste haulers are directed to the designated location or "Drop Off PAD" on the NE side of the North Pad.

Mulch Processing

Bulk brush, wood and pallets are ground once or twice a year. Mulch is ground 1 to 3 inch minus using the Morbark tub grinder or similar device. The mulch is placed into product storage on the North-East Side of the North Pad for customer pick-up.

Compost Processing

City Trucks are currently delivering yard waste, food waste and leaves directly to the window. WeCare personnel transfer the material to the windrow from the "Drop-Off Pad" (NE Corner of North Pad). WeCare Staff uses loaders to "clean-up" the windrows prior to turning with the Komptech Top Turn 53.

Windrowing

Compost windrows are turned every 1-4 weeks depending upon the time of year with the Komptech Top Turn 53. During the winter months, the windrow can go for a longer period if the formation of ice prevents the windrow machine from being able to turn the pile. Typically, the piles take 60 to 120 days to finish the composting and curing process.



Windrowing provides for aeration, mixing, moisture dispersion within the compost pile and initiates the biological composting process. Proper intervals between windrowing will activate biological activity, optimize temperatures and mitigate the potential for odors.

Curing

Compost may be allowed to Cure in windrow or in a pre-screen cure pile. Pre-screen storage piles are set up at various locations on the site to limit materials handling.

Screening

WeCare has used the Erin Star Screen, Komptech L3, and various trommel screen technology to screen compost material. It is recommended that the operator follow the Operating Manual provided by the equipment manufacturer.

The screening operation is the most important component of the entire composting operation in terms of the quality, consistency and capacity of product that can be produced.



Screening is to some extent an art based upon the operator's ability to recognize the characteristics of the compost being screened and the ability to "set-up" the screen to best manage the compost. As with all screening equipment daily maintenance and cleaning is the key to a properly operating screen. Any buildup on the screen or stars with wet material will be removed and the cleaning and maintenance of the brushes or stars will be included in the daily maintenance program. We understand that at startup and shut down the takeaway conveyor should be moved or a bucket loader can be used to clear the remaining products.

Reprocessing Screened Overs

Overs from the screening process are placed into an "Overs Storage Pile." The Dopstaddt slow Speed Shredder is used to shred the overs reducing the larger wood component of the overs. The overs are then placed back into windrow for further processing. Overs can be further broken down in the composting process and can be reused as a carbon source for the processing of higher strength food waste.

Compost Storage

WeCare has stored compost in different locations but the preferred location for loading retail and contractors is from the NE, North Pad product load-out area. Gravel trains and larger bulk truck loading may take place from various locations from the facility as directed by the facility staff. Strategically located finished compost can reduce loader use and fuel consumption.



Compost and Mulch Product Loading

The scale house will provide a scale ticket to the customer and then direct customers to the compost facility front gate office trailer. Purchases will be made at the front gate office. Customers will then proceed to the load out pad NE corner of North Pad. The customer presents the sales ticket to the operator and the vehicle is loaded. The customer will then go back to the scale house to weigh out.

Product Marketing

Marketing and Distribution

WeCare is a dynamic product marketing company that has captured substantial market share in the growing Ann Arbor, Southeastern Michigan and Northwest Ohio compost and mulch industry.



WeCare is distributing compost and mulch to a variety of end-users, such as, nurseries, garden centers, landscapers, contractors, golf courses, athletic fields, soil manufacturers, heavy highway and construction companies and retail consumer bagging operations.



WeCare markets its compost under the WeCare Compost® brand name. It is a name that has been in the marketplace for years and is recognizable to landscapers, homeowners and landscape architects. WeCare’s primary marketing area is within 60 miles the compost facility.

WeCare markets itself as offering the same or higher quality compost than its competitors, but at a reasonable price. WeCare forgoes many of the trappings of its competitors, by producing all marketing materials in-house while maintaining low overhead. WeCare sells to retail customers and to a network of distributors by emphasizing value and by identifying with their operation, seasonality of supply and budgetary needs.

WeCare provides the necessary marketing tools to its customers, such as brochures, analytical reports, research reports, co-op-advertising, etc. Also, training of customers on the uses of compost/mulch and the value of the end products has been provided.

WeCare has implemented a sales strategy based on providing incentives for bulk sales. Bulk discounts are offered based upon annual sales volumes. Additionally, WeCare offers customers credit and provides for customer invoicing and payment collections based upon established terms and conditions.

Contamination

Loads are inspected for contamination. Any loads with excess contamination may be rejected. That being said, WeCare has never had a load of material contain contamination above acceptable levels.

Contamination Control starts with education and ends by just saying “no more”. First, we want to start with the end product in mind, “Clean Compost and Mulch”. Every education program needs to start with the desired outcome in mind. Projecting that goal in our educational information is the right start. Second, we want to start at the source, however that is not always possible given the automation of collection via the cart systems used today. With that in mind the ability to inspect loads at the drop off site and follow the path back to the source will require a coordinated effort between WeCare and the City. Which brings us to communication. The effort to fight contamination must work from the curbside to the compost facility.

Creative ways of communicating with “bad actors” to find common ground will take time. Last, we must simply say “no” to highly contaminated dirty feedstocks. The enforcement of the rules is the best way to gain compliance over the long haul. WeCare will work with the City to reach upstream to educate the market place.

Based upon our discussions with the City we believe that WeCare and the City should continue to provide customer education and awareness. The transition to automated pickup by the City has reduced the time spent monitoring contamination at the curbside.

We are recommending a program that will include informational pamphlets to be sent to customers via the waste watcher or perhaps an insert into the water bill. The simple pamphlet can give a “reminder” and informational guidance on acceptable materials to be placed into the compost bin and remind homeowners about incentive programs for obtaining free compost, discounted compost and home deliveries of compost.

Size Specification

The current size for acceptable wood waste is 6 inches by 4 feet. WeCare has modified the agreement with the City allowing for larger wood materials so long as the wood is cut to the agreed upon specification prior to being placed into the wood/brush pile.

Temperature

WeCare monitors temperature within the compost piles to meet disinfection standards. Temperatures are taken every 3-4 weeks. Temperatures are documented and retained on file.

US Composting Council - Seal of Testing Assurance (STA).

The US Composting Council’s Seal of Testing Assurance Program (‘STA’) is a compost testing, labeling and information disclosure program designed to give you the information you need to get the maximum benefit from the use of compost. The program was created in 2000 and is the consensus of many of the leading compost research scientists in the United States. This testing protocol includes a suite of physical, chemical and biological tests. The protocol is utilized to help both compost producer and purchaser to determine if the compost they are considering is suitable for the use that they are planning, and to help them compare various compost products using a testing program that can be performed by a group of independent, certified labs across the country. Compost from the facility is tested under this program. Reports are provided to the City.

Equipment

WeCare has operated the compost facility utilizing the following equipment:

- ✦ Two (2) Caterpillar 938A front end loaders with 5 yard buckets;
- ✦ One (1) Komtech Top turn 53 Windrow Turner;
- ✦ One (1) Doppstadt DW-3060 SA Slow Speed Shredder;
- ✦ One (1) Mobark 3800 Horizontal Grinder, Mobark Tub Grinder or similar;
- ✦ One (1) McCloskey 621 Tromel screen (1/2 inch); and
- ✦ One (1) Komtech L3 Star screen (3/8 inch).

All equipment is operated per the Operations Manual provided by the manufacturer.

Staffing

Two full time employees and the regional manager currently staff the facility. WeCare anticipates the addition of an additional employee or two under the new contract

- ✦ Don Butynski is our Project Manager and is responsible for all day-to-day operations and communication with the City personnel. The project manager also provides operational support working with the Site Operator.
- ✦ Don LanPhere is our Site Operator is responsible for the logistical management of the facility including the unloading and loading of customers, equipment maintenance and materials handling.
- ✦ Michael Nicholson is the Regional Manager is responsible for contract management, public relations, and legislative affairs. The Regional Manager provides support to the facility staff on an as needed basis.
- ✦ It is anticipated that WeCare will hire an additional employee or two depending upon the Cites' decision to move forward with the collection of post-consumer food waste collection. The first employee will manage the front gate office and have responsibility to take payments and provide general direction to customers. The second additional employee would support the operations folks in the preparation of food waste for composting. It is anticipated that food waste will be mixed with additional carbon sources to expedite the composting process.

Litter Management

WeCare will provide for litter management. Under the new contact WeCare proposes to install a litter catch fence in areas where litter tends to accumulate due to screening activities and prevailing winds. The proposed fence will be a simple 4 ft. plastic fence that can be installed to protect from the litter entering the tree line and the "wetland island area" (area between north and south pad). We have additionally purchased a new litter vacuum system (Little Wonder Pro Vac SP) to accelerate litter collection. All litter will be collected on a weekly basis, deposited in the onsite roll-off container and properly disposed.

Maintenance of Pad and Roadways

WeCare will maintain the pad and roadways. WeCare will provide for grading of the surface areas allowing for proper drainage of the surface areas using materials as specified by the original design specifications of the facility or other materials acceptable to the City. It is anticipated that WeCare will be responsible for damage caused by its operators and will repair all damaged areas.

Communication with the City

The Project Manager will communicate with the City regarding day-to-day operations. Logistical communication regarding deliveries and product pick-up is handled by the scale house operator and the Site Operator (we now anticipate this communication to be limited with the new front gate office trailer). Issues pertaining to contract management, regulatory affairs, and special projects will involve the Project Manager and the Regional Manager. Invoicing and other financial management will be supported by the WeCare corporate structure (accounts payable and receivable).

Training

The WeCare staff has considerable experience in the operations of the Ann Arbor Compost Facility. WeCare provides internal training and instruction for its employees. We provide the required training manuals for major equipment and hands on experience in the operation and maintenance of the major equipment. We work with our employees to understand O&M procedures, Health and Safety procedures and overall operational scope of work. WeCare is active within the state of Michigan in the development of the Compost Operators Workshop as participants as well as workshop instructors.

Health and Safety Information

WeCare instills a strong team commitment to safety for all aspects of the facility operations and services provided. WeCare's philosophy is that safety must be planned into a project and not be an afterthought. WeCare's philosophy of "Safety First" will be emphasized throughout the entire WeCare Team.

WeCare's safety culture is based on a 24/7 safety philosophy. This philosophy is such an engrained value within the WeCare culture that doing things safely becomes second nature. When this culture is adopted by the WeCare Team, no thought is given to shortcutting or bypassing safety procedures. This culture will be evident in all phases of the project.

Site safety planning provides processes, tools and information used regularly by project personnel, which has consistently improved safety performance. Denali will integrate safety into all our work plans and work processes. Safety planning is not done separately from production, scheduling and quality planning. It is a vital part of successful project execution.

Our project team will have access to safety training videos, inspection/work forms, Operational Hazard Analyses, MSDS sheets, links to other resources and safety concerns written by the WeCare team members about lessons learned on our projects and within the industry.

WeCare's Safety Plan for the project will be developed using safety procedures and guidelines from our Safety Manual which will incorporate all manufactures safety requirements. We will train the entire WeCare Team to follow the Safety Plan. The safety processes are designed to keep all employees safe and are developed and owned by the project managers in conjunction with employees at all levels of our organization.

Since safety concerns with composting are primarily related to equipment operation, it is imperative that the operator become thoroughly familiar with the detailed O&M manuals for each piece of equipment before he/she operates or maintains the equipment. The O&M manuals referenced in the Equipment Manual contain specific safety precautions throughout their text. The following sections contain general safety information that the operator should understand before operating and maintaining the compost facility.

Exposure to Dust and Airborne Particulates

Facility employees will abide by WeCare's Corporate Injury Prevention Program in addition to Federal, state, and local safety regulations. Compost facility workers can be exposed to dusts, which contain a variety of chemical and biological agents. Airborne particles can include plant material particles and the products of their decomposition, consisting primarily of minute fungal spores and bacteria. Chemical products of decomposition, which may also be released, include carbon dioxide, carbon monoxide, ammonia, nitrogen oxides, and hydrogen sulfide. These compounds can be produced in significant amounts if compost was allowed to become anaerobic, a condition of insufficient oxygen within the composting material. Proper windrowing intervals and materials management eliminates these conditions.

The majority of workers should experience no adverse health effects from the composting environment. However, the chemical products of decomposition, listed above, when in sufficient quantity, can produce symptoms of headache, tearing, and nose and throat irritation. A few sensitive individuals may experience symptoms of dry cough, fever, tiredness, or difficulty in breathing. Symptoms usually begin several hours after fine organic dusts are inhaled and may last for hours or several days. This can be caused by a type of allergic reaction to substances in the compost material. Highly allergic employees may not benefit from the use of a respirator and may have to change occupations. Careful completion of the Occupational/Medical History during pre-employment and periodic physical evaluations can also help to identify employees with a potential for sensitivity to organic dusts.

Significant hazards, such as oxygen deficiency, can occur when these products are allowed to accumulate in confined areas such as manholes, pits or trenches, and if appropriate safety precautions are not followed.

Dust control and using enclosed air-filtered cabs on composting equipment are the best forms of protection. Using a respirator is the next alternative. Dust, mist, and fume respirators can do a good job of filtering organic dusts. Low levels of chemical decomposition products can be addressed by combining acid gas or ammonia cartridges with dust and mist pre-filters. Concentrations above the Permissible Exposure Limits of OSHA should be addressed with HEPA and Ammonia/Acid mist filters.

Personal Hygiene

Close attention to personal hygiene is important to prevent exposure to biological agents such as fungi and bacteria. Appropriate use of personal protective equipment is also important to protect workers from both microorganisms and chemical agents such as ammonia, which are produced during the composting process. The following sanitary measures should be followed:

- Keep hands below collar while working.
- Do not smoke when in the processing area and when working on compost facility equipment.
- Wear rubber gloves when performing duties requiring contact with organics.
- Wash gloves before removing them.
- Wash hands with hot water and germicidal soap before using the toilet, eating or smoking.
- Keep work clothes and street clothes separate.
- Receive first aid treatment for cuts and scratches.
- Shower after the work shift.

Electrical Equipment

Maintenance of major equipment should be performed in such a way that eliminates electrical hazards. This requires knowledge of the electrical hazards. Refer to the following as a list of minimum safety precautions:

- Only qualified and authorized personnel should work on electrical equipment and wiring or perform electrical maintenance.
- Use lockout devices and tags at all locations. Adhere to OSHA's standard regarding the control of hazardous energy.
- Always assume electrical equipment and lines are energized unless they are positively proven to be de-energized and properly grounded. If it is not properly grounded it is not dead.
- Prohibit the use of metal ladders or tape measures around electrical equipment.
- Use approved rubber gloves on voltages above 300V.
- Do not open an energized electrical control panel.

- Do not test a circuit with any part of the body.
- Prevent grounding by avoiding body contact with water, pipes, drains, or metal objects while working on electrical equipment or wiring.
- Do not bypass or render inoperative any electrical safety device.
- When working in close quarters, cover all energized circuits with approved insulating blankets.
- All tools must have insulated handles.
- Never use metal-cased flashlights.
- Do not wear jewelry when working with or near electric circuitry.
- Ground or double-insulate all tools.
- Use rubber mats at control centers and electrical panels.
- Always keep electric motors, switches, and control boxes clean.
- Keep all electrical controls accessible and well marked.
- Do not attempt to perform electrical repairs beyond your qualifications.
- Do not use extension cords with exposed wires or missing electrical prongs.
- When defective equipment is discovered or identified, it shall be immediately tagged or removed, repaired or replaced.
- Circuits must be identified. Equipment disconnects must also be marked.
- Electrical circuits must be equipped with Ground Fault Interruptions (GFIs) to shut a circuit down before a person gets shocked.

Mechanical Equipment

Mandatory Requirement: All operators must review the Equipment Manual prior to operation of any piece of equipment. The operators will acknowledge a review of the operational and safety discussion from the Equipment Manual.

- Tag and lockout procedures must be followed.
- Only qualified and authorized personnel will work on mechanical equipment.
- All mechanical equipment, including fixed machines will be properly guarded to protect personnel from moving parts such as wheels, belts, etc. Any moving or stationary parts that present a potential hazard to workers will be properly guarded. Those guards will be maintained in good condition and replaced as necessary. If machine guards are removed during repair or maintenance, they will be replaced immediately when the work is complete.
- Consider noise levels produced by equipment and protect yourself with earplugs, etc. A noise survey will be conducted to identify areas where ear protection would be mandatory--where the 8-hour time weighted average (twa) is greater than 85 decibels. Keep all controls for the machinery accessible and well-marked. Any electrical disconnect switches or circuit breakers for the mechanical equipment will be locked out and tagged when work is being done on the equipment.

- ✔ Wear protective eyewear and safety boots when working on equipment. Remove jewelry and tuck in shirttails and long hair.
- ✔ Never try to make adjustments or repairs to mechanical equipment that is in operation.
- ✔ Keep all equipment in good working order. Inspect before and after using.
- ✔ Keep floors and other surfaces free of grease, oil, or other material, which may cause slips or falls.
- ✔ Affix "Danger," "Warning," or "Caution" labels as appropriate.
- ✔ Keep emergency phone numbers posted by all telephones.

Safety Equipment

Safety attire recommended for working at the mulching operation include, protective eyewear, uniforms, and safety boots.

Traffic

A traffic plan will be provided with signage displayed on all roadways. Signs for speed limit and traffic direction will be posted. Trailer tipping will be conducted under supervision of the site operator. Trailers will not be allowed to tip with personnel or any other individuals in the tip fall line. Access on the site for non-employees will be restricted to the receiving and product loading areas.

Authorized Negotiator

The following members of our team are authorized to negotiate with the City of Ann Arbor.

Michael Nicholson, Senior Vice President
419-349-5402 or michael.nicholson@denaliwater.com

Jeffrey J. LeBlanc, President
315-374-8645 or jeffrey.leblanc@denaliwater.com

Additional Items for Discussion with the City

Capital Improvements

WeCare agrees that the proper grading and management of the compost pad to provide for proper drainage is a reasonable management requirement and we accept the as-is condition of the compost facility. However we are concerned with the language that WeCare is responsible for any “defects” in the compost facility roads and pad as the facility is still the property of the City. We suggest language supporting normal wear and tear and or language that supports a “capped” capital replacement by the contractor in any given year.

Customer Payment Services

WeCare has provided for the placement of an office trailer at the front gate of the facility to manage payment from customers. WeCare does however believe that the current operating procedure of having the scale house operators take credit card payment and checks from customers can save on operational cost. We would like to discuss if we understand the RFP correctly and that WeCare is in fact responsible to take all payments or if the City more specifically was addressing the collection and management of payment from merchant accounts.

Contract Term

WeCare would like to discuss the potential of a longer contract term.

Customer Load Out

WeCare would like to discuss the procedure for the weighing out of customers purchasing compost and mulch from the City. We assume the concern is to monitor quantities of sales as well as methods to record quantities of materials on the compost site. We believe this can be done via weekly reports and conversion scales based upon product weights converted to yards.

We want the City to be comfortable that they are receiving the proper revenue share and getting the proper tracking of materials. We equally want to provide for fast reliable service for our customers.

Specification for Commercial Food Waste

WeCare is prepared to support the City in the development of a Commercial Foodwaste Collection Program. The RFP did not provide detail as to the City’s expectations for quantity or quality of the foodwaste feedstocks anticipated for the program.

WeCare recommends that we work with the City to develop our expectations as we did with the Residential Food Waste Program.

It is clear that the Residential Food Waste Program has not had an impact on the quality of the compost product and has not had any negative impact on the compost facility as relates to odors, noise, and vectors. We anticipate taking the same approach to the development of the commercial food waste program. It is anticipated that the facility could process approximately 4,000 to 7,000 tons of food waste based upon the volume of yard waste and carbon sources received annually. We will work with the City to develop a quantity expectation for the facility.

It is also anticipated that the City and WeCare will develop a specification for the commercial food waste. Our pricing as proposed represents the following specification:

- Feedstocks delivered can meet metals requirements consistent with STA guidelines.
- Feedstocks delivered will not have free or flowable liquids.
- Feedstocks will contain less than 5% contamination by weight or by volume.
- If odors become an issue and WeCare is operating the facilities under best management practices for windrow composting technology then the City and WeCare will work together to determine the acceptable amount of commercial foodwaste to be received at the facility.

Change in Law

WeCare has participated in the review of the proposed Part 115 Compost Management Regulations. We anticipate a new classification system for compost facilities based upon feedstocks. Along with this classification there is the potential for additional management practices and potentially additional investment into the facilities. At this time, WeCare cannot speculate on new requirements outside the current Facility Registration and regulations. WeCare will work with the City to address any new requirements and if required would anticipate consideration on behalf of the City for additional cost incurred to meet those requirements.

**ATTACHMENT A
LEGAL STATUS OF RESPONDENT**

(The Respondent shall fill out the provision and strike out the remaining ones.)

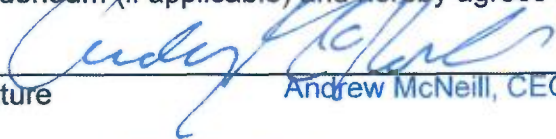
The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of Arkansas, whom Andrew McNeill bearing the title of CEO whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

 Date: 8/31/2017
Signature _____ Andrew McNeill, CEO
(Print) Name Andrew McNeill Title CEO
Firm: WeCare Denali, LLC
Address: 3308 Bernice Ave, Russellville, AR 72802
Contact Phone: 479-498-0500 Fax 479-398-9699
Email: angela.beerman@denaliwater.com

Support for ATTACHMENT A
Authority to Sign



Denali Water Solutions LLC Corporate Evidence of Authority to Sign

A meeting of the board of directors with members of Denali Water Solutions LLC was held on January 18, 2017, via a conference call. Present at the meeting was Andy McNeill, CEO, Beau Blair, Ted Wong, Chris Smith, and Mark Marasco. During the meeting, the board of directors authorized Andy McNeill, President & Chief Executive Officer, Mark Marasco, Chief Financial Officer, and Jeff Thurber, General Manager, to sign contracts and agreements on behalf of Denali Water Solutions LLC.

A handwritten signature in blue ink, appearing to read "Andy McNeill", is written over a horizontal line.

Andy McNeill, President & CEO

**ATTACHMENT B
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

WeCare Denali, LLC
Company Name

Signature of Authorized Representative
8/30/2017
Date

Andrew McNeill, CEO
Print Name and Title

3308 Bernice Ave, Russellville, AR 72802
Address, City, State, Zip

479-498-0500 angela.beerman@denaliwater.com
Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

**ATTACHMENT C
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.13/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.65/hour for those employers that do not provide health care. The Contractor or Grantee understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance (Section 1:815(3)).

Check the applicable box below which applies to your workforce	
<input type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits
<input checked="" type="checkbox"/>	Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

WeCare Denali, LLC
Company Name


Signature of Authorized Representative

8/30/17
Date

3308 Bernice Ave
Street Address

Russellville, AR 72802
City, State, Zip

Andrew McNeill, CEO
Print Name and Title

479-498-0500 angela.beerman@denaliwater.com
Phone/Email address

ATTACHMENT D



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
None Exist	

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
WeCare Denali, LLC	(479) 498-0500	
Vendor Name	Vendor Phone Number	
 Signature of Vendor Authorized Representative	8/30/2017 Date	Andrew McNeill Printed Name of Vendor Authorized Representative

Exhibit C


Schedule of Fees and Rates

APPENDIX B: COST PROPOSAL FORM

RFP #17-25 FOR COMPOST SITE OPERATIONS AND MANAGEMENT

1: COMPANY NAME: WeCare Denali, LLC

The undersigned has examined the complete Request for Proposal and its requirements contained in the solicitation and is submitting the following Cost Proposal Form in full compliance with those requirements.

Signature: 
 Name / Title: Jeffrey J. LeBlanc
 Date: August 31, 2017

2: PROPOSED RATE SCHEDULE

- 1) City Yard Waste and Leaves Tip Fee applies to residential organics (which may include Food Waste) collected by the City or its contracted hauler, residential Yard Waste (up to 1 cubic yard per day) delivered by residents self-hauling material, residential Leaves delivered by residents or their landscapers between September 1 and December 15, and Yard Waste and Leaves collected by various City departments (e.g., Parks, Forestry).
- 2) City Commercial Food Waste Tip Fee applies to commercial Food Waste collected by the City of Ann Arbor or its contracted hauler, if a future commercial food waste collection program is implemented by the City.
- 3) Contractor will set rates and collect all fees for any 3rd party tonnage delivered to facility. The Merchant Organics Credit will be applied to all 3rd party tonnage and will be deducted from Tip Fees owed by the City.
- 4) Contractor will be responsible for all mulch and compost sales and will set selling prices. The Mulch/Compost Sales Credit will be applied to all mulch and compost sales, excluding mulch and compost sold to the City of Ann Arbor or distributed at no charge to residents as described in the scope of services and draft agreement, and will be deducted from Tip Fees owed by the City.

Contract Year	Year Ending	City Yard Waste and Leaves Tip Fee (\$/ton)	City Commercial Food Waste Tip Fee (\$/ton)	Merchant Organics Credit (\$/ton)	Mulch/Compost Sales Credit (\$/cubic yard)
1	1/29/2019	22.00	25.00	2.00	1.00
2	1/29/2020	22.00	25.00	2.00	1.00
3	1/29/2021	23.00	27.00	2.00	1.00
4	1/29/2022	23.50	27.50	2.00	1.00
5	1/29/2023	24.00	28.00	3.00	1.00
6	1/29/2024	24.00	28.00	3.00	1.00
7	1/29/2025	24.50	28.50	3.00	1.00
8	1/29/2026	25.00	29.00	3.00	1.00
9	1/29/2027	25.50	29.50	3.00	1.00
10	1/29/2028	26.00	30.00	4.00	1.00
11	1/29/2029	26.00	30.00	4.00	1.00
12	1/29/2030	27.00	31.00	4.00	1.00
13	1/29/2031	28.00	32.00	4.00	1.00
14	1/29/2032	28.50	32.50	4.00	1.00
15	1/29/2033	29.00	33.00	4.00	1.00

**Service Agreement Between
Waste Management of Michigan, Inc.
and
The City of Ann Arbor**

**SERVICE AGREEMENT BETWEEN
WASTE MANAGEMENT OF MICHIGAN, INC.
AND
CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 100 North Fifth Avenue, Ann Arbor, Michigan 48104 ("CITY") and, Waste Management of Michigan, Inc., a Michigan Corporation, having its offices at 48797 Alpha Drive, Suite 100, Wixom, MI, 48393, Federal ID # 38-1214786, a wholly owned subsidiary of Waste Management, Inc., a Delaware Corporation, having its offices at 1001 Fannin Street, Houston, Texas, 77002-6706, Federal ID # 73-1309529 ("CONTRACTOR"), agree this ~~18~~ ^{June} day of ~~March~~, 2009, as follows:

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means the Public Services Area.

Contract Administrator means the Systems Planning Unit Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit

Project means Commercial Refuse Collection Services including all additional definitions provided in Exhibit C, Project Definitions, and Project details as provided in Exhibit D, Performance Specifications.

II. DURATION

This agreement shall become effective at time of execution, and shall remain in effect until June 30, 2014, unless terminated for breach or as provided in this agreement. At the City's option, upon notice to the Contractor, the Contract may be extended for one additional term until June 30, 2017, unless terminated for breach or as provided in this agreement, and for a second additional term until June 30, 2019, unless terminated for breach or as provided in this agreement.

III. SERVICES

A. General Scope: The Contractor agrees to furnish on an exclusive basis all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Contract
Contract Exhibit C, Project Definitions
Contract Exhibit D, Performance Specifications
All other Contract Exhibits
Request for Proposal No. 708 and Addenda #1 and #2
Proposal of Contractor, dated July 10, 2008
including all Responses to Clarifying Questions

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator, in his or her reasonable judgment.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: The Contractor shall provide all of these services within the City of Ann Arbor.

IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such overdue debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

The Contractor shall be paid on the basis of the Fee Schedule shown in Exhibit E, Contractor's Compensation. Payment shall be made within 30 days of receipt of invoice by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the

Contractor may be entitled, except as otherwise expressly authorized under the terms of this agreement.

VI. INSURANCE; INDEMNIFICATION

A. The Contractor shall procure and maintain during the life of this agreement, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this agreement; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under VI.A.2 and A.3 of this agreement shall be considered primary as respects any other valid or collectible insurance that the City may

possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the policies of the Contractor shall contain a waiver of subrogation rights.

- C. The Contractor shall provide to the City before the commencement of any work under this agreement documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this agreement, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.
- D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any negligent act or omission, which is in any way connected or associated with this agreement, by the Contractor or anyone acting on the Contractor's behalf under this agreement. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity and duty to defend shall survive the expiration or termination of this agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take action to assure that applicants are employed and employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, Exhibit A.

- B. Wages: Under this agreement, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where this agreement and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this agreement are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. The Contractor agrees to pay those employees providing Services to the City under this agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23. A copy of selected provisions of Chapter 23 of the Ann Arbor City Code is attached as Exhibit B. The current living wage rates under Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3) of the Ann Arbor City Code, is \$10.85 an hour for a covered employer that provides employee health care to its employees and \$12.56 an hour for a covered employer that does not provide health care to its employees.

VIII. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by professionals regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. Failure of the Contractor to collect and transport the materials required to be collected pursuant to the contract documents or failure of the Contractor to perform the work in the manner required to be performed pursuant to the contract documents

shall constitute a breach of the agreement, provided such failure is not due to war, insurrection, riots, or act of God, or circumstances beyond the contractor's reasonable control.

- B. If the Contractor fails to collect and transport the materials required to be collected pursuant to the agreement or fails to perform the work in the manner required to be performed pursuant to the contract documents, the City may take the following actions, at its discretion:
1. The City shall give the Contractor written notice of the breach and an opportunity for corrective action within five (5) consecutive working/collection days or other period of time decided by the City. If the Contractor fails to correct the breach within the time provided after the written notice, the City may terminate the agreement for breach of contract by the Contractor and all liability of the City under the agreement to the Contractor shall cease.
 2. If the Contractor has had repeated or cumulative breaches of the agreement, the City may terminate the agreement immediately.
 3. If the Contractor knowingly collects and transports materials not covered by this agreement with refuse collected and transported under the terms of this agreement, such action shall be a breach of the agreement for which the City may terminate the agreement immediately.
 4. If the City terminates the agreement for breach by the Contractor, the City may take over refuse collection operations and shall be free to negotiate with other Contractors for the performance of the work. A contract entered into with another Contractor shall not release the Contractor of its liability to the City for breach of this agreement, including any excess costs resulting from the breach.
 5. If the Contractor fails to collect and transport refuse materials required to be collected pursuant to the agreement, except due to circumstances beyond the contractor's reasonable control, the City may perform the refuse collection operations that the Contractor failed to perform and shall be free to negotiate with other contractors for the performance of the work. Any and all operating expenses incurred by the City in so doing may be deducted from compensation to the Contractor.
- C. Neither a decision by the City not to take action nor the failure of the City to take action in the event of a breach by the Contractor shall constitute a waiver of the City's right to take action in the event of a subsequent breach by the Contractor.
- D. The City reserves the right to terminate the agreement at any point during the term should sufficient funds not be available for these services. The City shall notify the Contractor in writing of termination of the agreement, including the effective date of the termination, a minimum of 28 days before the effective date of the termination. In the event of termination under this paragraph, the City shall reimburse the Contractor for capital expenditures in accordance with the following schedule, except that no reimbursement for capital expenditures is required if the effective date of termination is prior to July 1, 2009:

1. July 1, 2009 to June 30, 2010 Termination Date: \$243,000.00
2. July 1, 2010 to June 30, 2011 Termination Date: \$189,000.00
3. July 1, 2011 to June 30, 2012 Termination Date: \$135,000.00
4. July 1, 2012 to June 30, 2013 Termination Date: \$81,000.00
5. July 1, 2013 or later Termination Date: \$0.00

E. Upon reinstatement of the funding, this agreement shall remain in effect, in accordance with its terms.

F. If contracting services are terminated for reasons other than the breach of the agreement by the Contractor, the Contractor shall be compensated in accordance with Exhibit E for services rendered prior to the effective date of the termination.

X. OBLIGATIONS OF THE CITY

A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.

B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

XI. ASSIGNMENT

A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the City.

XII. SURCHARGES

Contractor may increase the monthly charges by the amount of any federal, state or local fee or surcharge which may be imposed on the services set forth in this agreement. The Contractor shall provide proof of such increase in writing.

XIII. NOTICE

All notices and submissions required under the agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this agreement when personally delivered to the Contract Administrator or placed in the U.S. mail, postage prepaid to the Administering Service Area/Unit, care of the Contract Administrator.

XIV. DEFAULT AND LETTER OF CREDIT COVERAGE

A. Upon the execution of this agreement, the Contractor shall furnish the City with a Letter of Credit drawn on a financial institution within the City limits in the amount of \$250,000 (two hundred and fifty thousand dollars), in the form attached hereto as Exhibit G, conditioned upon the satisfactory performance by the Contractor of all of its obligations hereunder with the requirements listed below.

1. The credit is irrevocable for the length of the agreement;

2. The credit is non-transferable;
 3. The beneficiary is the City of Ann Arbor, 100 N. Fifth Ave., Ann Arbor, MI 48107;
 4. The only document required for drawing on the letter of credit is a signed affidavit from the City Administrator or the Contract Administrator that meets the requirements of the form of letter of credit that is attached as Exhibit G.
 5. Multiple draws must be permitted up until the full amount of the credit is exhausted;
 6. The credit is to be governed by the Uniform Commercial Code in the State of Michigan;
 7. Presentation of the affidavit for a draw on the credit must be to a location within the city limits and available during normal banking hours; and
 8. Payments must be within 5 days of presentation of the affidavit.
- B. In the event that Contractor defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the terms of the agreement, the City will notify the Contractor in writing of the nature of such default as provided for in Section IX. Within 15 days following such notice, the Contractor shall:
1. Correct the default, or
 2. In the case of a default not capable of being corrected within 15 days, Contractor shall commence correcting the default within 15 days of the City's notification thereof, and thereafter correct the default with diligence.
- C. If the Contractor fails to correct the default as provided above, the City, without further notice, shall have all of the following rights and remedies which the City can exercise singly or in combination:
1. The right to declare the Agreement together with all rights granted to the Contractor hereunder are terminated, effective upon such date as the City shall designate, as provided for in Section IX, Termination of Agreement, Rights on Termination;
 2. The right to rent or lease the equipment (containers and compactors) from the Contractor for the purpose of collecting, transporting and processing materials which the Contractor is obligated to collect, transport and process pursuant to the agreement, for a period not to exceed 18 months; in the case not owned by the Contractor, Contractor shall assign to the City, to the extent Contractor is permitted to do so under the instrument pursuant to which Contractor possesses such equipment, the right to possess the equipment. If the City exercises its rights under this section, the City shall pay the Contractor the reasonable rental value of the equipment;
 3. The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services itself;

4. The right to pursue a claim for damages in any Court with proper jurisdiction or seek any other relief permitted by law.
- D. Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general action taken by or suffered by the Contractor under any insolvency or bankruptcy act shall constitute a default of the agreement by Contractor.

XV. DISPUTE RESOLUTION PROCESS

The City and the Contractor agree to first use the following process to resolve disputes about issues related to the performance of this agreement. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as an opportunity to identify the issue, clarify the problem, review the applicable provisions of the contract documents relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. This dispute resolution process shall be considered as one alternative to the City imposing liquidated damages or invoking other available remedies. Nothing in this section XV, Dispute Resolution Process, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the City or the Contractor at any time to use any and all other legal remedies.

XVI. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

XVII. SEVERABILITY OF PROVISIONS

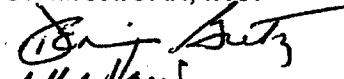
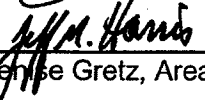
Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

XVIII. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement.

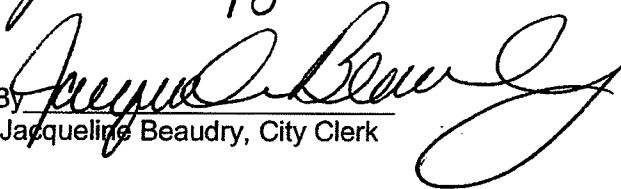
XIX. SIGNATURES

**FOR WASTE MANAGEMENT
OF MICHIGAN, INC.**

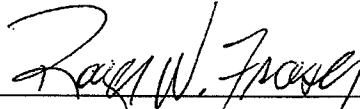
By 

Denise Gretz, Area Vice President

FOR THE CITY OF ANN ARBOR

By 
John Hieftje, Mayor

By 
Jacqueline Beaudry, City Clerk

Approved as to substance

By 
Roger W. Fraser, City Administrator

By 
Sue F. McCormick
Public Services Area Administrator

Approved as to form

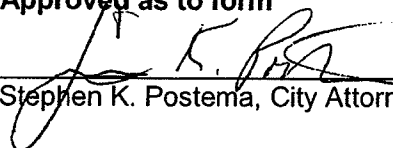

Stephen K. Postema, City Attorney

EXHIBIT A
FAIR EMPLOYMENT PRACTICE

The Contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 112 of Title IX of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the Contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the Contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.
- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the Contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the Contractor has made in meeting the affirmative action goals it has agreed to;

- (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the Contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$ 10,000 - 24,999	\$ 25.00
25,000 - 99,999	50.00
100,000 - 199,999	100.00
200,000 - 499,999	150.00
500,000 - 1,499,999	200.00
1,500,000 - 2,999,999	250.00
3,000,000 - 4,999,999	300.00
5,000,000 - and above	500.00

- (e) In addition the Contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

**EXHIBIT B
LIVING WAGE ORDINANCE EXCERPTS**

The Contractor, its agents or sub-contractors, shall comply with all requirements of Chapter 23 of Title I of the Code of the City of Ann Arbor and in particular the following excerpts therefrom:

1:813. Definitions.

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the employer cost or contribution equals no less than \$1 an hour for the average work week of such employee, and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.
- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.

- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, copartnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814. Applicability.

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815. Living Wages Required.

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour, or the adjusted amount hereafter established under Section 1:815(3).
 - (b) For a covered employer that does not provide health care to its employees, the living wage shall be \$10.20 a hour, or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1)(a), a covered employer shall furnish proof of said health care coverage and payment therefor to the City Administrator or his/her designee.

- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1.815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

**EXHIBIT C
PROJECT DEFINITIONS**

- C-1. City Ordinance. Chapter 26, Solid Waste Management, of the City Code including amendments thereto during the term of this agreement, attached and incorporated herein at Exhibit F. If Chapter 26 is amended during the term of this agreement, Exhibit F will be replaced with the amended Chapter 26.
- C-2. City Provided Recycling Service. The recycling containers and collection services provided to residential and Commercial Locations by the City or its agents, contractors or licensees.
- C-3. Collection Services. Commercial Refuse Dumpster Collection Services and Commercial Refuse Roll-Off Collection Services.
- C-4. Commercial Locations. Any commercial, industrial and institutional buildings located within the City.
- C-5. Commercial Location Owner. The owner, as listed in City records, of a Commercial Location.
- C-6. Commercial Location Manager. A Person representing a Commercial Location Owner for a particular Commercial Location.
- C-7. Commercial Location Occupant. A person or organization occupying some or all of a Commercial Location.
- C-8. Commercial Service Recipient. The designated Commercial Location Owner, Commercial Location Manager or Commercial Location Occupant of a Commercial Service Unit that receives services pursuant to this Contract.
- C-9. Commercial Waste. The solid waste from Commercial Locations and all other activities and land use other than residential occupancy.
- C-10. Construction and Demolition Waste. Waste building material, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on houses, commercial or industrial buildings, and other structures.
- C-11. Customer Service System. The computer-based system maintained by Contractor for service records, billing, reporting and other operations data for the Refuse Collection Program.
- C-12. Commercial Service Unit. Each refuse dumpster or roll-off location to be provided by Contractor under the Commercial Refuse Collection Program.
- C-13. Contractor's Operations Site. The Contractor's location in Whitmore Lake, MI where Contractor operations for this Contract are based at.
- C-14. Customer Set-up Packet. The packet of all informational materials to be sent by the Contractor to the Service Recipient for each Commercial Service Unit including the following:
 - a. Envelope, introductory letter and folder, jointly developed by the City and Contractor to City specifications with graphics/branding for the City's Commercial Refuse Services program.
 - b. Missed Pick-up Procedures

- c. Snap Shot Program
 - d. Recycling Service Request Procedures
 - e. Unit Pricing for Service Order Request
 - f. Unit Pricing for Additional Services
 - i. Extra Pickups
 - ii. Lockable Cans
 - iii. Lamp Tracker Service
 - iv. Others as listed in Exhibit E or as mutually agreed to
 - g. Refuse Change in Service Procedures
 - h. Sufficient Additional Packets for the Service Recipient to Distribute to Other Customer Locations using that particular Commercial Service Unit (if applicable).
 - i. Other Setup Packet Information as Required
- C-15. Designated Facility. The City owned Transfer Station site or other sites selected by the City to receive the materials that the Contractor must collect.
- C-16. Downtown Development Authority District (DDA). The Downtown Development Authority as described in City of Ann Arbor Municipal Code Section 1:154.
- C-17. Dumpster. A metal or plastic container in sizes from front loading type 2, 4, 6 and 8 cubic yards, equipped with fixtures that allow the container to be dumped by a rear-loading or front-loading refuse or recycling truck.
- C-18. Franchisee or Franchised Hauler. Arrangements the City has made through this Contract to have the City and an exclusive service provider selected by the City perform refuse collection services that are structured to support the City's recycling and environmental goals as required to protect the public health, safety and welfare, as provided for in the solid waste regulations.
- C-19. Front Load Commercial Service. Services provided with dumpster sizes 2, 4, 6 and 8 cubic yards with side sleeves to be serviced by Contractor's commercial rubbish vehicle with forks and front load service capabilities.
- C-20. Garbage. All putrescible food wastes such as animal, fish, fowl, fruit or vegetable matter incident to the use, preparation and storage of food for human consumption. It also includes paper or containers containing these wastes except as excluded by solid waste regulations. It does not include prohibited materials specified in section 2:5 or in the solid waste regulations.
- C-21. Hazardous Material. Hazardous waste, medical waste, radioactive material, explosives and other material listed in Michigan Public Act 641 or in the solid waste regulations.
- C-22. Hazardous Waste. Solvents, pesticides, flammables, oil paints, and other substances listed in Michigan Public Act 641, or Public Act 64 or in the solid waste regulations.
- C-23. Household Waste. The solid waste discarded at residential dwellings, including single- and multi-family units.
- C-24. Licensee or Licensed Hauler. Contractual arrangements the City has made with refuse haulers servicing those Commercial Locations granted Exemptions under

Chapter 26, Section 2:9 Variances, to perform refuse collection services that are structured to support the City's health, environmental and recycling goals to protect the public health, safety and welfare, as provided for in the solid waste regulations.

- C-25. Missed Collection. Contractor failure to collect MSW set out by the Service Recipient for collection by Contractor pursuant to this Contract.
- C-26. Mixed Use Dwelling. A building or structure which contains both Commercial Service Units and Residential Dwelling Unit(s).
- C-27. Monthly Service Fee. The charge per month for Refuse Collection Services that are being provided to a Commercial Service Unit, including Container Rental, that the Contractor will include in their invoice to the City.
- C-28. National or Regional Refuse Collection Contract. An arrangement for refuse collection services at a Commercial Location made by a controlling entity of the Commercial Location Owner located outside of the City that requires that Commercial Location to use a refuse hauler provided by the controlling entity and thus prevents the Commercial Location Owner from using the refuse collection services provided by the City.
- C-29. Prohibited Materials. All items which may damage equipment or pose a safety threat to collectors or the environment, all items listed in section 2:6 or items defined as prohibited in the solid waste regulations. These materials will not be collected by the City.
- C-30. Recyclables. All containers, paper, cardboard, and other materials specifically designated as recyclable by the solid waste regulations.
- C-31. Refuse. All rubbish and garbage which is not deemed recyclable or compostable as defined in this chapter or by the Solid Waste Regulations. It does not include hazardous material or other prohibited materials.
- C-32. Roll-off. A metal container in sizes of 10, 20, 30 and 40 cubic yards, equipped with fixtures that allow the container to be dumped by a hook lift or cable lift roll-off truck.
- C-33. Rubbish. Miscellaneous nonputrescible waste material resulting from housekeeping and ordinary mercantile enterprises, including paper, cardboard, metal containers, crockery, plastic, rubber, building materials, and bulk items. It does not include hazardous waste or other prohibited materials.
- C-34. Service Order Request. The details of the City's request for services for a specific Commercial Service Unit including requested day of service (if applicable), transmitted to the Contractor for inclusion in the Contractor's Service Order Schedule.
- C-35. Service Order Request Form. The format for the Service Order Request, a change in service or cancellation of service, in a form agreed to by both parties, to be used to transmit the property information to Contractor through email to MichiganMunicipalService@wm.com.
- C-36. Service Order Schedule. The details of the Contractor's schedule of services including all Commercial Service Unit information as well as the selected collection route day(s) based on the Contractor's existing routes.
- C-37. Service Recipient. The primary Customer Location contact person for each Commercial Service Unit.

- C-38. Solid Waste. Refuse, rubbish, recyclables, and compostables discarded by residents and commercial establishments and which qualifies for removal by the City of Ann Arbor. It does not include hazardous material or other prohibited materials. Solid waste includes construction and demolition waste only in quantities making less than 10% of the load and able to be disposed of in containers provided for removal by the City of Ann Arbor.
- C-39. Solid Waste Containers. Any containers approved by the solid waste regulations for deposit of solid waste, including containers for refuse, recyclables or compostables.
- C-40. Surplus Recyclables. Material that exceeds the capacity of or otherwise does not fit in a dumpster that consists primarily of recyclables.
- C-41. Surplus Refuse. Refuse that exceeds the capacity of or otherwise does not fit in a dumpster.
- C-42. Transfer Station. City's MRF located at 4160 Platt Road, south of Ellsworth, Ann Arbor, Michigan, or such other facility that is approved in advance by the City that is designed, operated, and legally permitted for the purpose of transferring municipal solid waste.

EXHIBIT D
PERFORMANCE SPECIFICATIONS

D-1. General Specifications:

- a. Scope of Work: The Contractor shall acquire at its own cost and expense all necessary labor, materials, machinery, equipment, rolling stock, fuel, tires, tools, spare parts, insurance, bonds and other equipment necessary or appropriate for performing Commercial Refuse Collection services for the City of Ann Arbor. Contractor will begin the requested service for collection on July 1, 2009.
- b. Waste Delivery: Contractor shall deliver all Refuse only to the City Transfer Station or to another City Designated Facility selected by the City at the City's sole discretion. The facility is located at the City of Ann Arbor Resource Recovery Center, 4160 Platt Rd, Ann Arbor, MI. This facility will be available six (6) days per week to receive refuse collected as part of this program. The hours will be Monday – Saturday 7am – 4pm. Refuse collected on Sunday will need to be stored in leak proof collection vehicles for drop-off in the morning on the following business day. At the City's sole option and discretion, should the City Transfer Station not be available as determined by the City, the City may choose to select the Contractor's Woodland Meadow's landfill as a temporary City Designated Facility and the Contractor agrees to haul solid waste directly to Woodland Meadows for an additional charge of \$22.00 per ton, plus a fuel surcharge as provided for in this agreement. Should the City elect this option, the Contractor shall provide the City with weekly reports and invoices for such solid waste. This arrangement shall continue until the City chooses to identify another site as its City Designated Facility for purposes of this Agreement.
- c. Charges for Waste Delivery: The City will not charge the Contractor for Refuse delivered to the City Transfer Station as part of this program. The City will be charging commercial accounts separately for that refuse as part of the City's billing system. The City will work with the Contractor to implement truck tracking systems to verify that refuse from outside the scope of the Contracted Services is not being delivered as part of this program.
- d. Title to Refuse: Title to all refuse shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a cart or container, or removed by Contractor from a customer's premises, whichever first occurs. The Contractor shall retain title to all refuse until delivered to and accepted at the City Transfer Station. Upon acceptance of the refuse at that facility, title to that refuse shall transfer to the City and/or its Contracted agent at no additional cost. Any loads rejected by the City shall remain the full responsibility of the Contractor
- e. Contractor Responsibility for Conditions of Work: The Contractor is responsible for making its own independent investigation into the conditions of the work, regarding the provisions of collection services and shall determine to Contractor's satisfaction the conditions to be encountered, the nature of the work and all other factors affecting the work under this agreement.

- f. Permits: The Contractor is responsible for obtaining and being responsible for any and all federal, state, county or local permits as are required to satisfy building, health and environmental statutes and rules and ordinances as may pertain to the selection, installation and/or operation of mobile or fixed equipment.
- g. Employee Qualification, Payment and Accident Prevention: All persons employed by the Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times.
- i. The Contractor is responsible, for payment to its employees in accordance with all local, state and federal requirements. The City will be held harmless and indemnified from any claims whatsoever arising out of any non-payment dispute or issue.
 - ii. Precaution shall be exercised at all times for the protection of persons, including employees and property and hazardous conditions shall be guarded against or eliminated.
 - iii. The Contractor shall employ only competent and trustworthy workers, including reliable drivers and route supervisors. Contractor will be solely responsible for any traffic tickets incurred by Contractor's drivers. Should the City at any time give notice to the Contractor that the work or behavior on the job of Contractor's employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper order or in any way a detriment to the satisfactory progress of the work, such employee shall forthwith be removed from any and all work associated with this agreement.
- h. General Services Standards: Contractor is to perform all work as provided for in this agreement and deliver all trash to facilities identified in this document. The work to be done by Contractor shall include the furnishing of all labor, supervision, equipment, materials, supplies, insurance, letters of credit and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not. The work to be done by Contractor shall be accomplished in a thorough and professional manner so that the residents of the City are provided reliable, safe, courteous and high-quality collection services at all times.
- The Contractor shall provide complete service for all routes within the Designated Service Area each day as scheduled. Contractor shall develop routes that specify the order in which accounts receive service on each collection day. Any change in routes will be communicated individually and in advance to Service Units after review and approval by the City. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Contractor shall empty all vehicles of materials collected on the same day of collection.
- i. Care of Public and Private Property: City shall refer complains about damage to private or public property to Contractor. Contractor shall pay

for or repair all damage to public and private property caused by its employees.

- ii. Litter Abatement: Contractor shall use due care to prevent materials from being spilled or scattered during the collection process. If materials of any kinds are spilled during collection/transportation, the Contractor shall promptly clean-up all spilled materials. Each vehicle shall carry all necessary equipment at all times for this purpose. The Contractor shall not be responsible for servicing overloaded containers that may cause spillage. If a container is overloaded and deemed to be not serviceable, the Contractor shall immediately notify the City through its Snap-Shot program and handle the situation as provided for in subsection d of Section D.4 Customer Service System.
- iii. Storms and Other Disasters: In case of a storm or other disaster, City may grant the Contractor reasonable variances from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise City of the estimate time required before regular schedules and routes can be resumed. Any additional waste material (e.g., Demolition debris) generated as a result of storm damage or other disaster shall not be placed in the commercial front load container. This additional material will require roll-off services not covered under this agreement or a special collection at additional cost as provided for in this agreement.
- iv. Noise: All collection and transport equipment operations shall be conducted as quietly as practical and shall conform to applicable federal, State, County and respective local noise level regulations.
- v. Infrastructure Renovation and Service Disruption: Periodically, major renovation is necessary to maintain the infrastructure of the City. This includes such activities as replacing, gas, water and sewer lines, surfacing or resurfacing streets and replacing wiring for telephone, electricity or cable telephone. In the case of non-emergency work, the City will undertake to notify the Contractor in advance of the activities. The Contract Administrator and the Contractor will agree on alternate services, if required during this period of disruption and shall agree on additional fees, if any, for such alternate services. Additional fees shall be payable only with prior written approval from the Contract Administrator.
- i. Contractor's Vehicle and Equipment Standards: Contractor shall be responsible for providing a fleet of collection vehicles and equipment of such type and in such quantity and capacity to efficiently fulfill its obligations under this agreement. The Contractor shall also be responsible for the operation, maintenance, fuel, tires, insurance, bonds, traffic tickets and repair of all such vehicles and equipment in a manner sufficient to ensure that such vehicles and equipment are capable of providing all of the required services as set forth in this agreement. Contractor shall have available on collection days sufficient back-up vehicles for each type of collection vehicles used to respond to complaints and emergencies. The Contractor shall be directly responsible for any moving violations associated with their equipment, issued by any jurisdiction or entity with authority to do so.

- i. D.O.T. Standards: Vehicles shall be maintained to State of Michigan D.O.T. standards. City shall inspect all vehicles to be used in servicing this agreement before services commence and each year of the agreement. The City shall notify Contractor of the failure of any vehicle to meet a requirement of the inspection.
- ii. Specifications: All vehicles used by Contractor in providing collection of materials under the agreement shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that gross vehicle weight of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the highways and roads of the City.
- iii. Vehicle Identification: Contractor's name, local telephone number and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 ½) inches high.
- iv. Equipment Inventory: In addition to the above requested information, Contractor shall furnish City a written inventory of all vehicles used in providing service, and shall update the inventory when changes are made or annually, whichever is more frequent. The inventory shall list all vehicles by manufacturer, ID number, year of vehicle, type and capacity.
- v. Cleaning and Maintenance: Contractor shall maintain all of its properties, facilities and equipment used in providing service under the agreement in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of materials under the agreement shall be thoroughly washed on a regular basis so as to present a clean appearance.
- vi. Vehicle Inspection: The City may inspect vehicles at any time to determine compliance with these requirements. All equipment and facilities used by the Collection Contractor shall be subject to inspection for sanitation, safety and appearance and subject to approval or rejection by the Contract Administrator at anytime. Unsafe equipment may be immediately ordered off the road by the Contract Administrator. Inspected equipment deemed unsanitary or whose appearance does not meet city specifications must be replaced or placed in a proper condition by the Collection Contractor as soon as is reasonably possible or within 3 working days, whichever is less.
- vii. Vehicle Maintenance: Contractor shall inspect each vehicle and complete a report daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the City upon request.
- viii. Vehicle Repair and Replacement: Contractor shall repair or replace all of its vehicles and equipment for which repairs are needed because of accident breakdown or any other cause so as to maintain all equipment in

a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage and nature of repair.

- ix. Vehicle Storage: Contractor shall arrange to store all vehicles and other equipment in safe and secure locations(s), where applicable, in accordance with applicable laws and ordinances.
- x. On-Board Computers: Each vehicle will be equipped with On Board Computer technology that will record and track each service stop performed by the vehicle. The Contractor agrees to give the City full access to this data. The Contractor will provide the City with a copy of the daily route sheet or daily service order schedule and corresponding actual service record as applicable with this on-board computer system. If the Contractor fails to provide route collection information as described, and a vehicle drops off waste at the City's Designated Facility, the City reserves the right to classify the load as a non-city load and thus potentially subject to additional charges as merchant waste and not qualifying as reimbursable services under this agreement.
- xi. Bio-fuels: In adhering to the City Green Energy Challenge, each vehicle used to service customers as part of this program must adhere to the following schedule of bio-fuels (or alternative technology that the Contractor may propose). The percentage of bio-fuels used in each vehicle will be calculated annually:

(total gallons of pure bio-fuel used) / (total gallons of fuel used)

- Year 1: 10% bio-fuels
- Year 2: 15% bio-fuels
- Year 3 and any subsequent years: 20% bio-fuels

For blends, pure bio-fuel will be calculated by multiplying the total number of gallons by the percent bio-fuel. For example 100 gallons of B10 is equal to 10 gallons of pure bio-fuel.

- xii. Alternative Fuels Feasibility Study and Alternative Fuels Plan: Contractor shall complete, no later than October 1, 2011, an Alternative Fuels Feasibility Study for conversion of Contractor vehicles servicing this agreement to alternative fuels. The Study shall include recommendations covering implementation of an Alternative Fuels Plan including both pilot phases and full implementation phases and include presentation, no later than November 1, 2011 of the results to the City regarding the Alternative Fuels Plan recommendations. The costs for the Alternative Fuels Feasibility Study and Alternative Fuels Plan shall be covered by the Contractor at no additional cost to the City. The Study must address compressed natural gas (CNG) options as well as hybrid and bio-diesel.
- j. Contractor's Personnel Standards: Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner.

- i. Driver Qualifications: All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Drivers License of the appropriate class, issued by the Michigan Department of Automotive Regulation.
- ii. Driver Training: Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of materials under this Contractor. Contractor shall train its employees in trash, recyclables and yard waste collection protocol to identify and not collection hazardous waste or other prohibited wastes. Training shall include customer relations communication skills to assure quality interactions with City residents in the performance of Contract Services.
- iii. Driver Ethics: Contractor shall not, nor shall it permit its employees to, demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the agreement.
- iv. Driver Appearance and Behavior: Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy and prohibit the use of loud or profane language and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the agreement, contractor shall take all appropriate corrective measure.
- v. Field Supervisors: Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from the City or to follow up on problems and inspect Contractor's operations.
- vi. Driver Uniforms: Employees shall wear protective equipment at all times including shirts with company logo and have company identification available on request.
- vii. Driver Training in the City's Program: Contractor will train its employees as to the collection rules and regulations of the City's Program being serviced under this agreement. Contractor employees will leave notices of improper set-out when applicable.

D-2. **Basic Service Specifications**: Contractor shall maintain a high level of commercial refuse collection services. Contract waste shall be collected from containers provided by the Contractor. The Contractor shall collect and transport all commercial refuse which the generator may desire to have removed and for which the City has authorized the Contractor to so collect and transport for the price herein.

- a. Commercial Refuse Collection: The Contractor will be responsible for all equipment and personnel related to the collection of waste from containers managed under the City's commercial refuse program. This includes opening and closing dumpster enclosure gates, moving dumpsters to a position that can be accessed by the truck's automated lifting capabilities, cleaning up any trash that spills as a result of the dumping process, documenting trash that

was outside of the container at the time of pickup (either with photo or driver notes), and other tasks associated with the collection of the waste. Contractor shall not mix in any load the refuse it collects under this agreement and any other refuse or solid waste.

- b. Time of Collection: Refuse must be collected after 6am in the downtown area, and after 7am in other areas of the City, and no later than 10 pm, as required by city ordinance.
- c. Routing and Service Order Schedule Request: The Contractor will be responsible for routing their trucks, based on the Service Order Schedule Request provided by the City. The Collection Contractor will not pick up waste from any Commercial Location that is not on the City's Requested Service Order Schedule. If a Commercial Location is located within the City limits and is not on the City's list, the Contractor must notify the City.
- d. Contractor's Existing Customers at Time of Contract Execution: Within 10 days of Contract Execution, the Contractor will provide to the City an electronic Excel list of the Contractor's customers within the City of Ann Arbor City Limits. The list shall include the business name, address, telephone number, contact name and service level, the contract expiration date for the current term of the contract exclusive of any renewals, automatic or otherwise, and the date that the Contractor's customer will either be converted to the Contractors Service Order Schedule or Certified as Exempt (due to National or Regional Refuse Collection Contract) under the Provisions of the City Ordinance. Contractor shall collect and dispose of the refuse of its customers that are granted an exemption under Section 2:9 separately from the refuse Contractor collects under this agreement. Contractor shall not mix in any load the refuse of its exempt customers and the refuse collected under this agreement.
- e. Contract Startup: The Contractor and the City shall work together to convert Commercial Locations into Commercial Service Units for Commercial Refuse Collection as provided for in the City Ordinance. A Contractor's Start-up Plan, to be incorporated herein as Attachment D-1 to Exhibit D, will be developed by the Contractor addressing all relevant service requirements and issues to the City's satisfaction and provided to the City in final form no later than April 30, 2009. The Startup Plan provided by the Contractor shall contain the following information at a minimum:
 - i. The Service Order Schedule for all current Commercial Locations serviced by the City to be transferred to the Contractor based on Service Order Requests provided by the City no later than March 31, 2009.
 - ii. The Service Order Schedule for all current Commercial Locations serviced by other haulers to be transferred to the Contractor based on Service Order Requests provided by the City no later than April 15, 2009.
 - iii. The Service Order Schedule for all Commercial Locations serviced by the Contractor based on Service Order Requests provided by the City no later than April 15, 2009.
 - iv. Recycling Service Order Requests from the Contractor for all recycling services provided by Contractor to Commercial Locations within the City.

- v. The Phasing in of all the above services over a period of time not to exceed four months (July 1, 2009 to November 1, 2009).
 - vi. A sample Customer Set-up Packet, based on specifications provided by the City
 - vii. A sample Dumpster Labeling, based on specifications provided by the City.
- f. **Notification of Commercial Locations:** The City and Contractor shall develop a letter that the City shall mail at its own expense to each Commercial Location no later than 45 days after Contract Execution and as needed throughout the Contract as new Commercial Locations become eligible for the Commercial Refuse Services, which shall include:
- i. Introduction to the new program and services;
 - ii. Application or on-line URL for the Commercial Location to use to process a Service Order Request for Commercial Refuse Services (or an application for Exemption as provided for by City Ordinance) and transmit to the City all relevant details including the current collection service information (dumpster size and type, service frequency, dumpster ownership, hauler name, contract expiration date (if applicable) and related information determined to be necessary by the City.
 - iii. Notification that the Commercial Location will be converted to Commercial Refuse Services under this agreement unless an Exemption is secured.
 - iv. Notification that any Commercial Location with a service agreement for commercial refuse services as of January 31, 2009 with a Licensed Hauler will not be eligible for conversion to Commercial Refuse Services until the expiration or termination of the current term of that agreement or June 30, 2011, whichever comes first, provided that if the service agreement was signed after January 31, 2009, the Commercial Location will not be eligible for conversion to Commercial Refuse Services until the expiration or termination of the current term of that agreement or June 30, 2009, whichever comes first.

The City will follow procedures as detailed in Attachment D-2 to this Exhibit D, City Procedures for Contacting Commercial Locations with Existing Hauler Contracts as of January 31, 2009, to inform Commercial Locations as provided for in this subsection f, Notification of Commercial Locations, and to evaluate whether and until when a Commercial Location is ineligible for conversion to Commercial Refuse Service, as outlined in subsection f. iv above.

- g. **Service Order Request:** Once the Commercial Location has made arrangements with the City to process a Service Order Request, the City shall notify the Contractor. The Service Order Request for each Commercial Service Unit provided by the City will be transmitted to the Contractor via email using the Service Order Request Form, which shall contain, at a minimum, the following information:
- i. Commercial Service Unit Start Date (preferably the 1st of the Month)
 - ii. Requested address & location for Dumpster
 - iii. Commercial Location(s) assigned to Commercial Service Unit

- iv. Dumpster identification number (if applicable)
 - v. Requested Dumpster size
 - vi. Required frequency
 - vii. Requested day(s) of service (if any)
 - viii. Authorized Commercial Location contact for the Commercial Service Unit
- h. Service Change or Cancellation Request: When a new Commercial Service Unit requests a service change or a service cancellation through the City, the Service Change or Cancellation Request will be transmitted to the Contractor via email using the Service Order Request Form.
 - i. Contractor's Service Order Schedule: Within 24 clock hours of receipt of a Service Order Request or Service Change Request, the Contractor will send the City an updated Service Order Schedule with the selected collection route day(s) based on the Contractor's existing routes. The City will then notify the new Commercial Service Unit of their collection day and the date of service initiation. The Contractor will then send the Customer Set Up Packet to the relevant Commercial Locations for each Commercial Service Unit. Once the Commercial Locations for the Commercial Service Unit has been notified of their collection days, the Contractor cannot change the day of collection without written permission from the City and notification of the Commercial Service Unit.
 - j. City's Customer Service Department Role in Service Order Requests: All Commercial Service Unit Service Order Requests and Service Change Requests will be directed to the City Customer Service Department and not handled by the Collection Contractor.
 - k. All Other Requests: All other service related requests (e.g. missed pickups and other service performance issues) as well as one-time Additional Pickup Requests will be directed to the Contractor via the Customer Service System and any that are received by the City will be transmitted immediately to the Contractor in the form of electronic work orders. All requests must be resolved within 24 clock hours.
- D-3. **Dumpster and Roll-off Rental:** To ensure quality service, Contractor shall provide all Dumpster and Roll-off containers required for service included in the Monthly Service Fee as outlined in Fee Structure in Exhibit E and not as a separate cost item.
- a. Container Type: The container type (size of dumpster or roll-off – un-compacted or compacted) shall be determined by the City as part of the Service Order Request and confirmed by the Contractor with the final Service Order Schedule.
 - b. Container Specifications: The Contractor shall furnish containers that meet at a minimum the standards for dumpsters, roll-offs and compacting units (See Attachment B), with any additional features required (e.g. for more complex compacting unit installations) determined by negotiation. Details of all compactor installations must be approved by the City's Contract Administrator or Designee before an order is executed.
 - c. Privately Labeled Containers: All Contractor Dumpsters and Permanent Roll-offs shall be privately labeled using graphics provided by the City with branding for the City's refuse collection and clean city programs as well as all required safety and instructional labeling. All graphics shall be applied to

deployed dumpsters and roll-offs no later than 30 days after provision of the graphics by the City. Application of the graphics shall follow a layout specified by the City.

- d. Existing Containers and Transition Period: The City will be responsible for working with Commercial Locations currently serviced by the City that will be transferred to the Contractor to remove any existing Containers at those Commercial Locations.
- e. Container Delivery for New Commercial Service Units: The Contractor will be responsible to deliver Dumpsters and Roll-offs within five (5) business days of the Service Order Request. Contractor shall inform City and the Commercial Service Unit if the Dumpster or Roll-off delivery will be missed. Container Deliveries for New Commercial Service Units are covered under the Fee Structure outlined in Exhibit E.
- f. Container Repairs: The Contractor will be responsible for all costs to fabricate, distribute, maintain, repair and replace Contractor's Dumpsters and Roll-offs as provided for in this Agreement. If repairs required to Contractor's Dumpster or Roll-off are required due to normal wear and tear or Contractor damage or damage that is covered under Contractor's insurance coverage then repairs are at no charge and are included in the Monthly Service Fee and not as a separate cost item. If repairs required to Contractor's Dumpster or Roll-off are required due to damage that is caused by the Commercial Location(s) for that Commercial Service Unit then repairs that are authorized by the City shall be covered under the Fee Structure outline in Exhibit E, Contractor's Compensation.
- g. Container Replacement. Within five (5) business days of notification, the Contractor shall provide replacement Dumpsters or Roll-offs to replace Contractor's Dumpster or Roll-off that are damaged or destroyed. If replacement required for Contractor's Dumpsters or Roll-offs are due to normal wear and tear or Contractor damage or damage that is covered under Contractor's insurance coverage then replacement is provided at no charge and is included in the Monthly Service Fee and not as a separate cost item. If replacement required for Contractor's Dumpster or Roll-off are due to damage that is caused by the Commercial Location(s) for that Commercial Service Unit then replacements that are authorized by the City shall be covered under the Fee Structure outlined in Exhibit E, Contractor's Compensation.
- h. Contractor Initiated Container Swaps. Any Contractor initiated container swaps such as Driver Identified Swaps (DIS) when driver identifies a non-emergency problem with the dumpster or roll-off like missing lids, graffiti, etc. or Emergency Swaps (EMS) when the container could potentially damage equipment or property if it is continued to be used (e.g. broken sleeves, rusted out bottoms, etc.) will be completed at no additional cost to the City within ten (10) business days of notification to the City.
- i. Container Switch-outs Due to Requests for Changes in Size. Within five (5) business days of notification, the Contractor shall provide requested switch-outs of Dumpsters or Roll-offs due to changes in size. Container switch-outs that are authorized by the City may be charged to the City under the Fee Structure outline in Exhibit E, Contractor's Compensation.

- j. Container Removals. Within five (5) business days of notification, the Contractor shall provide requested removals of Dumpsters or Roll-offs. Container removals that are authorized by the City may be charged to the City under the Fee Structure outline in Exhibit E, Contractor's Compensation.

D-4. **Customer Service System**: To achieve excellence in customer service, City and Contractor will work together on all aspects of customer management, communications, education/outreach and complaint processing.

- a. Basic Superintendence and Collection Route Management: As a basic level of service to the City, Contractor shall give personal superintendence to the work or have a competent Supervisor available at all times with authority to act for Contractor. Contractor's supervisory personnel shall be available via mobile cellular Phones.
- b. City's Customer Service Call Center: The City shall maintain a Customer Service Call Center with the City's designated Customer Service Phone line and number for the Commercial Refuse Collection program, the phone number for which shall be the sole program phone number used on all communications for the Commercial Refuse Collection program. The City's Call Center will service the designated Customer Service Phone line for at least the hours of 8:00 am to 5:00 pm Monday through Friday. An automated phone system will be provided to allow the Customer to select the Contractor's phone line for specific Contractor direct communications as provided for herein:
 - i. Commercial Refuse Collection Calls Handled by the City: The City shall accept and directly handle all calls from Commercial Locations related to new service requests, changes in service, service cancellations or any activity resulting in a price change to the Commercial Service Unit or the Commercial Location(s) using that Commercial Service Unit.
 - ii. Contractor Service Order Requests: The City shall complete all information required on the Service Order Requests and email to the Contractor for proper action (delivery, change in service, cancellation and removal of containers).
 - iii. Commercial Refuse Collection Calls directed to Contractor: The City will direct all service inquiries and complaints to Contractor through the City's Customer Service System including missed collections, service complaints, same day additional pickups and related services.
- c. Contractor's Customer Service Call Center: Contractor shall maintain, at no additional cost to the City or its Commercial Service Units, a Customer Service Call Center with a local telephone calling provision. Contractor's telephone number for complaints, missed pickups and other requests shall be linked via automated call transfer to the City's designated Customer Service Phone line. The office phone shall be well-attended for at least the hours of 8:00 am to 5:00 pm on all days when service is provided by the Contractor. An automated phone system is required after hours. The Call Center must be linked with the Contractor's dispatch functions for seamless route superintendence and collection route management for the duration of the agreement as follows:

- i. Office Staffing: The Contractor will maintain a customer service office where inquiries and complaints can be received. The office will be open during the normal business hours of 8:00 am to 5:00 pm on all business days. Contractor will ensure that responsible persons are in charge of the office during collection hours, and are available to receive inquiries and complaints during normal business hours.
- ii. Electronic Activity Log: All complaints and non-Service Order Request inquiries will be directed by the City to the Contractor's Customer Service Center either through automated phone call transfer and/or direct referral from the City's Customer Service Center. Electronic logs will be maintained by the Contractor and provided to the City daily, including date and time complaint/inquiry received, name, address and phone/email contact information of complainant, nature of complaint/inquiry, date and time complaint resolved and description of how complaint was resolved. Resolution of all complaints and inquiries shall be completed within 24 hours with notice of such to the City.
- iii. Telephone Information System: The Contractor will maintain a customer service telephone information system with sufficient capability to handle phone inquiries for information on all collection services, the scheduled days of service, the materials that can be recycled and the procedure for reporting a missed pickup. The Contractor will provide with a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when Contractor's office is closed.
- iv. Service Recipient Calls: The City will direct all service inquiries and complaints to Contractor through the City's customer service system. Contractor shall record all calls including any inquiries, service requests and complaints into the customer service system. Contractor will open either a NOT (note to driver), CPL (complaint), UNR (unresolved) ticket. These will be printed to the Contractor's Operations Site by Contractor Dispatch. The Contractor will follow through with the Customer, note the resolution on the account and close the ticket within the Contractor's System as follows: Contractor's customer service representatives shall return Service Recipient calls as provided herein. For all messages left before 3:00 pm, Contractor shall attempt all "call backs" at least one time prior to 5:00 pm on the day of the call. For message left after 3:00 pm, contractor shall attempt all "call backs" at least one time prior to noon the next business day. Contractor shall make minimum of three attempts within twenty-four hours of the receipt of the call. If contractor is unable to reach the Service Recipient on the next business day, Contractor shall send a postcard to the Service Recipient on the second business day after the call was received, indicating that Contractor has attempted to return the call. All attempts to contact the caller shall be recorded in the customer service system.
- v. Service Complaints: The Contractor will handle all service complaints in a prompt and efficient manner. In the case of a dispute between Contractor and a Service Recipient, Contractor will refer the matter to the City for review. The City will review the matter and make a determination as to the resolution of the dispute.

- vi. Blocked Dumpster: In case of a dumpster that is blocked preventing Contractor service, the Contractor's driver will call in to Contractor's Dispatch while at the site to give description of problem. Contractor's Dispatch will call the Service Recipient and opens a HOC (haul or call) ticket. The ticket is noted with the car type, color, etc. If this is called in prior to regular business hours, the driver will move on. If during regular business hours, Dispatch will call the Service Recipient and attempt to resolve right then. If this cannot be resolved, a COU (courtesy) ticket is opened for the following day. In the event that a stop has more than one HOC ticket in 90-days, a RPD (repeat driver identified problem) is opened and printed at the site for the Route Manager. It is up to the Route Manager to contact the City and the Service Recipient and attempt to resolve the ongoing issues with the Service Recipient.
- vii. Extra Pickup Requests: When the Service Recipient for a Commercial Service Unit contacts Contractor for an emergency or one-time Extra Pickup request (XPU), the Contractor will open an XPU ticket. The Contractor will verify that the XPU request is being made by the authorized representative (Service Recipient) for that Commercial Service Unit as listed on each account. The Contractor will quote to the Service Recipient the rate for an XPU as provided for in Exhibit E, Contractor's Compensation, before the XPU is scheduled. Once authorized by the Service Recipient the Contractor will schedule and Contractor's Dispatch will call the XPU to the driver or schedule for the appropriate day. The Contractor will print the XPU ticket to the site by Dispatch and the driver will sign-off on that ticket when the XPU is completed and will also call Dispatch when the XPU is complete so Dispatch can note on their Contractor's system. All XPUs will then be detailed in the Contractor's monthly invoice as provided for in Exhibit E, Contractor's Compensation.
- viii. Missed Collections: Any calls to the Contractor's Customer Service Center for missed pickups will result in Contractor opening an MPU ticket. Contractor's Dispatch will call the MPU out to the driver to recovery. For those complaints related to missed collections that are received by 2:00 pm on a business day, the Contractor will return to the Service Unit address and collect the missed materials before leaving the Service District for the day. For those complaints related to missed collections that are received after 2:00 pm on a business day, the Contractor will have until noon of the following business day to collect the refuse. At the end of each business day the Contractor will utilize the customer service system to provide the City with a response to each complaint which was received from a Service Recipient or the City in the event the complaint was made by the City during the preceding business day.
- ix. Repeated Missed Collections: Contractor acknowledges and agrees that it is in the best interest of the City that all refuse be collected on the scheduled collection day. However, in the event Contractor believes any complaint to be without merit (i.e. improper preparation), Contractor shall utilize the customer service system to notify the City. The City will investigate all disputed complaints and render a determination.
- x. Reporting to City: The customer service center will have the capability to report, via fax, internet or email to the City on the status of service

complaints and missed pickups by the end of each business day. The Contractor shall provide web-based real time internet access for the City to the Customer Service Center to allow the City to review Contractor performance status on demand.

- xi. Automated Messages: The contractor will provide automated messages to service units advising of change of pickup days due to a holiday.
 - xii. Unsafe Stops: During the start up of the Commercial Refuse Collection Service, throughout the agreement, and as new accounts are added, the Contractor has the right to refuse service due to an unsafe stop. An unsafe stop shall be classified as a stop that cannot not be serviced without the potential for an accident such as low wires, backing out to a street, blind spots or but not limited to unsafe turn around space for the Contractor.
 - xiii. Emergency Contact: the Contractor will provide the City with an emergency phone number where Contractor's representative authorized to act on Contractor's behalf can be reached outside of the required office hours.
- d. Contractor's Field Photo Documentation Program (also known as Snap Shot): The Contractor's Drivers shall take pictures of containers overloaded with Surplus Refuse or Surplus Recyclables, expected to primarily be cardboard. The picture shall be forwarded, via email, to the City's Contract Administrator or designee for further action with the Commercial Service Unit and the Commercial Location(s) associated with that Commercial Service Unit. Such Documentation shall be monitored by the City. If more than two such Documentation events take place in a consecutive ninety (90) day period, the City shall take action as follows:
- i. If both Documentation events are for Surplus Refuse then the City shall take action to increase Refuse Collection Services for the Commercial Service Unit. If the Commercial Location(s) do not agree to an increase in service, the Contractor may charge the City a Surplus Refuse fee per cubic yard (as provided for in Exhibit E, Contractor's Compensation) for that Commercial Service Unit as long as the Contractor provides the Snap Shot documentation to back up the Surplus Refuse fee.
 - ii. If both Documentation events are for Surplus Recyclables then the City shall take action to increase City Provided Recycling Services for the Commercial Locations using the Commercial Service Unit. If the Commercial Location(s) do not agree to use the increased City Provided Recycling Services, the Contractor may charge the City a Surplus Refuse Fee per cubic yard (as provided for in Exhibit E, Contractor's Compensation) for that Commercial Service Unit as long as the Contractor provides the Snap Shot documentation to back up the Surplus Refuse fee.
- e. Customer Service Disputes: The City and the Contractor shall use the following procedures to address the specific customer services disputes identified:
- i. Reporting of Problems and Non-Collections: Contractor shall use an automated reporting mechanism as described above to update the City's

Customer Service System on a daily basis regarding all situations that prevent or hinder collection; all instances of non-collection and the reason for the non-collection; and all replacements, repairs and exchanges of containers. Except as otherwise provided in this agreement, to the extent possible, Contractor shall make such electronic format reports by the end of the business day in which the event occurred; where it is not possible to make such reports by the end of the business day, Contractor shall report such events no later than the end of the next business day.

- ii. Notice to the City: In the event Contractor cannot successfully contact an unresponsive Service Recipient with a service problem after three attempts, or cannot reach an agreement with such Service Recipient regarding a change in service, Contractor shall utilize the customer service system to provide the Contract Administrator with the details of the service problems and the attempts at communication with the Service Recipient. The Contract Administrator shall respond to Contractor's report and make a final written determination on resolution of the service problem.

D-5. **Contractor Reporting**: The Contractor shall provide reporting as follows:

- a. Records: Records shall be kept by Contractor on a daily, weekly, cumulative monthly and cumulative annual basis and shall be available to the City upon request.
- b. Reporting: Contractor shall maintain and submit to the City accurate reports, which detail certain activity related to services pursuant to this agreement. These reports shall include data for all materials handled from its services to the City. Annual reports shall report all the above data in the same format as the monthly report.
- c. Timing: Contractor shall file reports with the City in a timely manner but on no less than a monthly basis, specifying all complaints, accident or incidents while performing any duties pursuant to the terms of the agreement, outages or downtime and inspections by any regulatory agencies during the month of the report.
- d. Unusual Incidents: Reports shall detail the nature and reasons for unusual incidents (e.g. accidents, regulatory non-compliance notices, overweight tickets, etc.) as well as all results, findings and actions take to resolve such incidents. Contractor shall also notify the City immediately of any fines or penalties levied and any actions that could have an adverse impact on the Contractor or the service to the City, or both. Failure to report such data shall subject the Contractor to damages described else in this documents.
- e. Customer Service Center Capacity: Contractor shall provide on or before April 15, 2009, a detailed transition plan with specific descriptions of all components of the customer service center operations and all related aspects of the Contractor's responsibilities. After review and approval by the City, Contractor shall have the customer service center and supporting services in full operation no later than May 1, 2009.
- f. Route Days and Collection Route Optimization: The Contractor shall take steps prior to the Start Date to optimize the collection system and obtain the

most economical costs. The City shall review and approve new proposed collection route days.

- g. Collection Route Approval: On or before May 1, 2009, the City and the Contractor shall develop a route plan and take advantage of the use of the most economical routes within the designated service areas.

Attachment D-1 to Exhibit D

Contractor's Startup Plan

Attachment D-2 to Exhibit D

**City Procedures for Contacting Commercial Locations
with Existing Hauler Contracts as of January 31, 2009**

**MOST RECENT VERSION TO BE INCORPORATED HEREIN
AS PROCEDURE IS UPDATED OVER TIME**

The city will use the following procedures for contacting commercial locations with existing hauler contracts as of January 31, 2009, to determine whether and until when a commercial location is ineligible for conversion to commercial refuse service:

1. Data Sourced from Applicants for Hauler License
 - a. The city will compile contract expiration date information from the submittals required from all Applicants for a Hauler License, including the city's contracted franchised hauler ("contractor").
 - b. The Applicants will be informed of the following:
 - i. Only the current term of a contract that existed as of January 31, 2009, exclusive of any extensions, automatic or otherwise, will be considered in this process.
 - ii. The Applicant, if awarded a Hauler License, may be required to provide a copy of the contract should the commercial location that is said to be party to that contract contest the submitted expiration date.
2. Data Reconciliation to City Information on Commercial Locations
 - a. The contract expiration date information, itemized by commercial location, will be reconciled to the commercial location database in the City's Customer Service information system, sourced from the Personal Property Tax roll or other similar data source.
 - b. The city will then prepare the list of commercial locations with existing hauler contracts as of January 31, 2009 ("List A"). For each commercial location listed on List A, the city will list the date the term of the existing contract ends or June 30, 2011, whichever comes first, provided that if the contract was executed after January 31, 2009, the city will list the date the term of the existing contract ends or June 30, 2009, whichever comes first.
 - c. The commercial locations listed on List A will be separated from all other commercial locations so that they may be contacted separately as provided for below. The city will prepare a list of all the remaining commercial locations, which will be the list of commercial locations without existing hauler contracts ("List B"),
 - d. During this process the city will take steps to clean the lists of duplicates and other errors in address, contact information, etc.
3. Contact Procedure for Commercial Locations Without Existing Hauler Contracts
 - a. The city will then prepare and release a letter to all List B commercial locations.
 - b. That letter will contain the following types of information:
 - i. This is not a form letter.

- ii. This is a notice that your commercial location will be transitioned to the City's contracted franchised hauler as of ____.
 - iii. The City has licensed all solid waste haulers, some of whom may continue to provide service to commercial locations that they had contracts with as of January 31, 2009.
 - iv. Your commercial location was not identified by any of the Hauler License Applicants as having such a service contract.
 - v. Therefore your commercial location will be serviced by the city's refuse collection program and the licensed hauler, Waste Management of Michigan, that has been awarded that contract through a competitive bidding process.
 - vi. If you believe you have received this notice in error, or believe that you do have a valid service contract with your hauler then please contact the city representative _____ at _____ immediately so that this discrepancy can be addressed. If we do not hear from you, we will proceed on the basis that the information in this notice is correct.
 - c. The city will then follow-up in servicing these commercial locations through their procedures for establishing service orders with the contractor.
4. Contact Procedure for Commercial Locations With Existing Hauler Contracts
- a. The city will then prepare and release a letter to all List A commercial locations.
 - b. That letter will contain the following types of language:
 - i. This is not a form letter.
 - ii. This is a notice that the City has licensed all solid waste haulers, some of whom may continue to provide service to commercial locations that they had contracts with as of January 31, 2009.
 - iii. Your commercial location has been represented by Hauler License Applicant _____ as having such a service contract with an expiration date of _____ for the current term of the contract.
 - iv. Therefore your commercial location will not be serviced by the city's refuse collection program until [list term expiration date from iii or 6/30/11 or 6/30/09, whichever is applicable and earlier] .
 - v. Prior to the date listed in iv, we will re-contact you in preparation for the transition to the city's refuse collection program and the licensed hauler, Waste Management of Michigan, that has been awarded that contract through a competitive bidding process.
 - vi. If everything in this letter is correct, please sign the attached yellow "Confirmation of Service" sheet, place it in the postage paid envelope and drop it in the mail.
 - vii. If you believe you have received this notice in error because you believe that you do not have a contract as stated in iii above, please contact the city representative _____ at _____ immediately so that this discrepancy can be addressed.

- viii. Whether you agree the information in this notice is correct or you believe it to be incorrect, we will proceed on the basis that the information in this notice is correct if we do not hear from you.
 - c. The city will then follow-up in transitioning these commercial locations at the time of contract expiration through their procedures for establishing service orders with the contractor.
5. Procedure for Resolving Discrepancies between Licensed Hauler and Commercial Locations
- a. List B Commercial Locations Contesting "No Valid Contract as of January 31, 2009"
 - i. Commercial locations from List B that indicate they do have a valid contract as of January 31, 2009, will be asked to identify the Licensed Hauler and provide the city with a copy of the contract.
 - ii. The city will then review the contract, contact the Licensed Hauler if necessary, and make a determination that it is or is not a valid contract as of January 31, 2009.
 - iii. The city will then reclassify the commercial location as List A or confirm its listing on List B.
 - iv. The city will then notify both the commercial location and the identified Licensed Hauler of its decision by letter and implement service actions as appropriate for the reclassified or confirmed status.
 - b. List A Commercial Locations Contesting "Valid Contract as of January 31, 2009"
 - i. Commercial locations from List A that indicate they do not have a valid contract as of January 31, 2009, will be contacted to indicate the steps the City will take as follows.
 - 1. The city will contact the Licensed Hauler and request a copy of the contract.
 - 2. The city will then review the contract and make a determination that it is, or is not, a valid contract as of January 31, 2009.
 - ii. The city will then either reclassify the commercial location as List B or confirm its listing on List A.
 - iii. The city will then notify both the commercial location and the identified Licensed Hauler of its decision by letter and implement service actions as appropriate for the reclassified or confirmed status.

**EXHIBIT E
CONTRACTOR'S COMPENSATION**

D-1. Contractor Compensation Schedule: Beginning July 1, 2009 and for each billing period thereafter during the terms of this agreement, the Contractor shall charge and bill the City per the following Schedule with the unit pricing from the following Schedule determined by the total cubic yards capacity serviced by the Contractor that month.

a. Monthly Service Fee for Commercial Refuse Collection Services with Dumpsters

Type of container	Monthly Service Fee					
	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
2 CY Wheeled Dumpster	\$48.32	\$91.78	\$135.24	\$178.70	\$222.16	\$265.62
2 CY Dumpster	\$47.36	\$90.82	\$134.28	\$177.74	\$221.20	\$264.66
4 CY Wheeled Dumpster	\$49.70	\$93.16	\$136.62	\$180.08	\$223.54	\$267.00
4 CY Dumpster	\$48.71	\$92.17	\$135.63	\$179.09	\$222.55	\$266.01
6 CY Dumpster	\$50.70	\$94.16	\$137.62	\$181.08	\$224.54	\$268.00
8 CY Dumpster	\$51.70	\$95.16	\$138.62	\$182.08	\$225.54	\$269.00
6 CY Vert-i-pack	\$152.97	\$218.18	\$283.39	\$348.60	\$413.81	\$479.02
8 CY Vert-i-pack	\$160.07	\$225.28	\$290.49	\$355.70	\$420.91	\$486.12

NOTES:

#1: A 3 cubic yard container is considered a 4 cubic yard container

#2: A 5 cubic yard container is considered a 6 cubic yard container

#3: A 7 cubic yard container or 10 cubic yard container is considered an 8 cubic yard container

b. Monthly Service Fee for Commercial Refuse Collection Services with Roll-offs

Type of container	Monthly Service Fee					
	1 Pull/Wk	2 Pulls/Wk	3 Pulls/Wk	4 Pulls/Wk	5 Pulls/Wk	6 Pulls/Wk
10 CY Roll - Off	\$198.00	\$396.00	\$594.00	\$792.00	\$990.00	\$1,188.00
20 CY Roll - Off	\$203.00	\$406.00	\$609.00	\$812.00	\$1,015.00	\$1,218.00
30 CY Roll - Off	\$206.00	\$412.00	\$618.00	\$824.00	\$1,030.00	\$1,236.00
40 CY Roll - Off	\$212.00	\$424.00	\$636.00	\$848.00	\$1,060.00	\$1,272.00
20 CY Compactor	\$258.00	\$516.00	\$774.00	\$1,032.00	\$1,290.00	\$1,548.00
30 CY Compactor	\$258.00	\$516.00	\$774.00	\$1,032.00	\$1,290.00	\$1,548.00
40 CY Compactor	\$270.00	\$540.00	\$810.00	\$1,080.00	\$1,350.00	\$1,620.00

NOTES:

#1: Less than 1 haul per month, \$75.00 per month rental will apply.

c. Other Fees and Charges on a Per Unit Basis as Specified Below

UNIT PRICING ITEM	NOTE	UNIT PRICE	UNITS
Start-up Delivery Fee (City Containers)	#1	\$0.00	Per Container
Container Delivery Fee (other Containers)	#2	\$75.00	Per Container
Container Swap	#3	\$75.00	Per Swap
On Demand Extra Dumpster Lift	#4	\$60.00	Per Lift
Lockable Dumpster Option	#5	\$150.00	Per Dumpster
Surplus Refuse Collection	#6	\$20.00	Per Cubic Yard
Inactive Roll-off Rental	#7	\$75.00	Per Month
Container Service Labor	#8	\$100.00	Per Hour
Replacement Lid	#9	\$20.00	Per Lid
Compactor Service Labor	#10	\$125.00	Per Hour
LampTracker	#11	See Note	
E-Waste	#12	See Note	
Special Events-Dumpster Delivery/Removal	#13		
- One to Five 6 Cubic Yard Dumpsters		\$70.00	Per Dumpster
- Six or More 6 Cubic Yard Dumpsters		\$50.00	Per Dumpster
- Monday-Saturday Collection Service		\$10.03	Per Dumpster Lift
- Sunday Collection Service	#14	\$50.00	Per Dumpster Lift
- Event Boxes – First 500 per Year	#15	\$0.00	500 Boxes/Year
- Event Boxes – Any Amount over 500/Yr		\$6.00	Per Box
- Event Box Liners	#16	\$27.00	Per Case
- Recycle Event Box Lids		\$4.00	Per Lid

Notes:

- #1 Covers up to 310 containers delivered to businesses currently serviced by the City.
- #2 Applies to all other container deliveries to new accounts throughout the agreement.
- #3 Applies to container swaps to existing accounts throughout the agreement.
- #4 Applied to all existing accounts throughout the agreement.
- #5: Location supplies the pad lock & key, Contractor does not need key to service the dumpster.
- #6: Charged only after Documentation of 2 Surplus Refuse Events in 90 Days
- #7: Charged only if less than one roll-off pull per month. Rental applied to each inactive roll-off.
- #8: Charged only if service is for damage caused by Commercial Service Unit.
- #9: Charged only if damage caused by Commercial Service Unit.
- #10: Charged for compactor units unless covered by other compactor agreement.
- #11: From current WM website price schedule for this service
- #12: From current WM website price schedule for this service
- #13: Applicable to all Events including Art Fair, at City's request. No requirement to use service. All prices increase at 5% per year effective each July 1 starting on July 1, 2010.
- #14: Sunday Collection Service requires a Minimum Order of 15 Containers, Maximum 50.
- #15: No charge for up to 500 Event Boxes per year.
- #16: A case is 100 liners

d. Price Adjustments

- i. Each July 1 of the Contract term for the duration of the agreement, starting July 1, 2010, a 2.5% Price Adjustment shall be applied to 72% of all pricing.
- ii. Each month of the Contract term for the duration of the agreement, starting July 1, 2009, a fuel surcharge may be applied by the Contractor to 28% of all pricing. The fuel surcharge shall be 1.5% for each \$.10 increase in fuel over a base of \$4.50 per gallon, determined monthly based on the average rate of fuel for the previous month based on the following Department of Energy index:

<http://www.eia.doe.gov> for highway diesel prices.

e. Contractor Incentive Payments – to be paid to Contractor as follows:

- i. Recycling Incentive – The City will add \$2 to each monthly payment to the Contractor for each ton collected by the City's Commercial Recycling Program in the previous month for which data is available.

- ii. Service Quality Field Inspection Incentive – The City may periodically, but no more frequently than every three months, undertake random field inspections documented with photographs, performance checklists and related evaluation tools to field verify service quality. Should the Contractor score 90% or higher in a Service Quality Field Inspection, an additional payment of \$2,500 will be made to the Contractor in the next monthly invoice cycle.
 - iii. Customer Satisfaction Incentive - The City may periodically, but no more frequently than every three months, undertake random Customer Satisfaction Surveys to verify satisfaction with Contractor performance. Should the Contractor score 90% or higher in a Service Quality Field Inspection, an additional payment of \$2,500 will be made to the Contractor in the next monthly invoice cycle.
- f. No Other Fees/Charges are allowed except for those specified above or as provided in Paragraph XII.

D-2. Invoice Form, Invoicing Process and Payment

- a. No sooner than 5 days after the end of the Month for which Contractor provided service, the Contractor shall send the City an electronic invoice via email.
 - i. Such invoice shall have a Summary Invoice Page itemizing the Service Unit Count, the Service Unit Price and the subtotal for each category of Service along with the Total Amount due.
 - ii. Such invoice shall include a detailed spreadsheet showing the detailed Service Order Schedule for each Commercial Service Unit along with all additional Service Charges (Extra Pickups, etc.) by Commercial Service Unit. Service Changes from the prior month will be highlighted to enable the City to easily document additions or deletions to the Service Order Schedule.
 - iii. Such invoice shall include all required documentation for any additional Service Charges.
- b. Within 5 business days of receipt of the Contractor's invoice, the City shall confirm the Service Order Schedule information provided in the Invoice to verify its accuracy and confirm that the invoice is administratively complete. The City shall immediately notify the Contractor of any inaccuracies or missing documentation, which the Contractor shall correct as soon as it is able.
- c. The City shall pay the Contractor within 30 days of receipt of an administratively complete and accurate invoice.

D-3. Compensation Deductions and Credits: The City and Contractor agree that the following deductions and credits may be applied to the Invoice Payment from the City to the Contractor.

- a. Incentive Payments: Any Contractor incentive payments as provided for herein.
- b. Liquidated Damages: Any Liquidated Damages as provided for below. The City and Contractor agree, in addition to any other remedies available to the City, the City may notify the Contractor of the following assessed amounts as liquidated damages for failure of the contractor to fulfill its obligations, not otherwise excused by this agreement, as determined by the City. These amounts are

liquidated damages for losses suffered by the City and not a penalty. The City shall provide written notice of the liquidated damages and give the Contractor 1 business day to remedy. If the Contractor fails to remedy, the following shall apply:

- i. Failure to clean up all spilled waste resulting from loading and/or transporting – each incident at the same premises: \$50.
- ii. Failure to return a container to its proper storage location after collection – each incident at the same premises: \$50.
- iii. Failure or neglect to Collect Solid Waste from any premise at those times as provided by the agreement within 24 hours – each failure or neglect or repeated instance at same premises: \$100.
- iv. Delivery of non-City waste as part of this agreement: \$500 + merchant tons rate for all waste in load
- v. Failure or neglect to correct chronic problems in any category of service at the same premises (chronic shall mean three or more similar incidents at the same premises) – each instance: \$1,500.
- vi. Failure to provide Commercial Waste Collection service to a group of accounts (missed area or non-completed route) at the scheduled level of service (per occurrence): \$100 per container.
- vii. Failure to provide Commercial Waste Collection within twenty four (24) hours of request by the City (per occurrence): \$100.
- viii. Collection of Solid Waste from any premise that has not been approved by City (per occurrence, per premise): \$500.
- ix. Failure to report an accident, incident or complaint by close of business on the same day: \$1,500 per occurrence; \$2,500 per additional day until resolved.
- x. Failure to submit complete, accurate reports and invoices in the specified format: Nonpayment of invoice until submission of an accurate and appropriately formatted invoice is received.
- xi. If, during the performance of their duties, any employee of the Contractor is found to possess or be under the influence of alcohol or illegal drugs or to be under the influence of any prescription drug which could impair the employee's ability: \$100.00 per employee, per occurrence and removal of that person from any further work on this agreement.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. The liquidated damages are for the non-quantifiable aspects of each of the listed events and do not cover actual damages that can be shown or quantified. In the event of any of the listed events, the City reserves the right to collect from the Contractor, its surety or the Contractor's letter of credit, in addition to the liquidated damages, the actual damages incurred by the City as a result of the event.

- c. Procedure for Assessment and Review of Liquidated Damages: The City may assess liquidated damages pursuant to this Section on a monthly basis. At the end of each month during the term of this agreement, the City shall issue a

written notice to Contractor of the liquidated damages assessed and the basis for each assessment.

- i. The liquidated damages assessment shall become final unless, within ten business days of the date of the notice, Contractor provides a written request for a meeting with the City to present evidence that the assessment should not be made. The City shall schedule a meeting between the Contractor and the City as soon as reasonable possible after timely receipt of Contractor's request. The City shall review Contractor's evidence and render a decision sustained or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to Contractor.
- ii. In the event Contractor does not submit a written request for a meeting within ten business days of the date of the notice, the City's determination shall be final and the Contractor must pay the liquidated damages as provided for above.
- iii. The City's assessment or collection of liquidated damages shall not prevent the City from exercising any other right or remedy, including the right to terminate this agreement, for Contractor's failure to perform the work and services in the manner set forth in this agreement.

EXHIBIT F

Chapter 26

SOLID WASTE MANAGEMENT

2:1. Definitions.

(1) *Building material* means wood with nails, other wood scrap, pane glass, dry-wall pieces or debris, plaster, carpeting, eaves troughs and shingles, structural demolition material and other items as defined by the solid waste regulations.

(2) *Bulk items* means appliances, furniture and other large household items as defined by solid waste regulations, and containers or items which exceed the capacity or weight limits for curbside pickup as defined by the solid waste regulations.

(3) *City provided recycling service* means the recycling containers and collection services provided to residential and commercial locations by the City or its agents, contractors or licensees.

(4) *Commercial location* means any commercial, industrial and institutional building located within the City.

(5) *Commercial location owner* means the owner, as listed in City records, of a commercial location.

(6) *Commercial location manager* means a person representing a commercial location owner for a particular commercial location.

(7) *Commercial location occupant* means a person or organization occupying some or all of a commercial location.

(8) *Commercial waste* means the solid waste from commercial locations and all other activities and land use other than residential occupancy.

(9) *Compostables suitable for collection by the City* means leaves, brush, tree limbs up to 6 inches in diameter and 4 feet in length, vegetative prunings, Christmas trees, and other garden or yard waste and other organic material as may be specified in solid waste regulations. Compostables suitable for home composting are specified in the solid waste regulations and City-provided fact sheets.

(10) *Construction and demolition waste* means waste building material, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on houses, commercial or industrial buildings, and other structures.

(11) *Curbside cart* means a lightweight plastic container that the City requires to be used and has provided to residential and commercial locations. A curbside cart ranges in size from 30 to 105 gallons, is equipped with wheels to allow it to be easily rolled to the curb, is used for collection of refuse or recyclables or other designated solid waste, and is able to be mechanically lifted and emptied into a collection truck.

(12) *DDA* means the Downtown Development Authority as defined in chapter 7 of the City Code.

(13) *Dumpster* means a metal or plastic container in sizes that range from 1 cubic yard to 12 cubic yards, equipped with fixtures that allow the container to be dumped by a rear-loading or front-loading refuse or recycling truck.

(14) *Exemption* means the granting by the city administrator of the right to comply with this chapter through completion of alternate performance requirements provided for in section 2:9, as long as the exempted party has established and maintains the alternate performance requirements to support the City's recycling and environmental goals as required to protect the public health, safety and welfare, as provided for in the solid waste regulations.

(15) *Franchisee or franchised hauler* means contractual arrangements the City has made by having the City and an exclusive service provider selected by the City perform collection services that are structured to support the City's recycling and environmental goals as required to protect the public health, safety and welfare, as provided for in the solid waste regulations.

(16) *Garbage* means all putrescible food wastes such as animal, fish, fowl, fruit or vegetable matter incident to the use, preparation and storage of food for human consumption. It also includes paper or containers containing these wastes except as excluded by solid waste regulations. It does not include prohibited materials specified in section 2:5 or in the solid waste regulations.

(17) *Hazardous material* means hazardous waste, medical waste, radioactive material, explosives and other material listed in Michigan Public Act 641 or in the solid waste regulations.

(18) *Hazardous waste* means solvents, pesticides, flammables, oil paints, and other substances listed in Michigan Public Act 641, or Public Act 64 or in the solid waste regulations.

(19) *Household waste* means the solid waste discarded at residential dwellings, including single- and multi-family units.

(20) *Licensee or licensed hauler* means contractual arrangements the City has made with refuse haulers servicing those commercial locations granted exemptions under section 2:9, to perform collection services that are structured to support the City's health, environmental and recycling goals to protect the public health, safety and welfare, as provided for in the solid waste regulations.

(21) *National or regional refuse collection contract* means an arrangement for refuse collection services at a commercial location made by a controlling entity of the commercial location owner located outside of the City that requires that commercial location to use a refuse hauler provided by the controlling entity and thus prevents the commercial location owner from using the refuse collection services provided by the City.

(22) *Prohibited materials* means all items which may damage equipment or pose a safety threat to collectors or the environment, all items listed in section 2:6 or items defined as prohibited in the solid waste regulations. These materials will not be collected by the City.

(23) *Recyclables* means all containers, paper, cardboard, and other materials specifically designated as recyclable by the solid waste regulations.

(24) *Recycling compliance plan and recycling compliance report* means an annual plan and status report, required to be filed with the City by a commercial location owner and/or commercial location manager that has applied for and received an exemption, as provided in section 2:9, documenting the continued provision of recycling collection containers and collection services and occupant training and incentives required for separation of recyclable materials from refuse as required by this Chapter, with timing, format and submittal procedures established by regulation.

(25) *Refuse* means all rubbish and garbage which is not deemed recyclable or compostable as defined in this chapter or by the solid waste regulations. It does not include hazardous material or other prohibited materials.

(26) *Rubbish* means miscellaneous nonputrescible waste material resulting from housekeeping and ordinary mercantile enterprises, including paper, cardboard, metal containers, crockery, plastic, rubber, building materials, and bulk items. It does not include hazardous waste or other prohibited materials.

(27) *Solid waste* means refuse, rubbish, recyclables, and compostables discarded by residents and commercial establishments and which qualifies for removal by the City of Ann Arbor. It does not include hazardous material or other prohibited materials. Solid waste includes construction and demolition waste only in quantities able to be disposed of in containers provided for removal by the City of Ann Arbor.

(28) *Solid waste containers* means any containers approved by the solid waste regulations for deposit of solid waste, including containers for refuse, recyclables or compostables.

(29) *Surplus refuse* means refuse that exceeds the capacity of or otherwise does not fit in a curbside cart.

2:2. Collection frequency, services and fees.

(1) Except as otherwise provided in this chapter, the City shall collect residential and commercial solid waste generated within the City. Unless prevented by weather conditions, labor disputes or other circumstances beyond its control, the City shall collect refuse from each residential location at least once a week. Different collection intervals and fees may be established by regulation for the collection of recyclables, compostables and refuse from residential and commercial locations. Fees may be charged for the collection of commercial refuse and single-family residential refuse with a weekly capacity greater than 64 gallons or as pro-rated by the City for multi-family locations eligible for curbside pickups.

(2) As suits the current best interest of the City, and to better enable the City to regulate and control the services provided to the users of solid waste services in order to protect the public health, safety and welfare, the City may provide for an exclusive service provider for the collection and disposal of solid waste for commercial, industrial, institutional and multifamily users through City operations and/or by competitive procurement of 1 (or more) contracts with qualified licensed service providers. Nothing in this section or anywhere in this chapter shall be construed as a surrender by the City of its legal authority as the sole and exclusive hauler of all solid waste generated by residential, commercial, industrial, institutional and multifamily properties in the City.

(3) Effective May 1, 2009, a license and/or franchise is required as provided in this section, unless an earlier compliance date is specified for an action or event.

- a. No person or entity shall engage in the business of collection, transportation or disposal of solid waste, from any commercial, industrial, institutional or multifamily building within the City without first having secured a license and having made payment of the license fee as provided in this subsection 2:2 (3).
- b. No person or entity shall engage in the business of collection, transportation or disposal of solid waste, from any commercial, industrial, institutional or multifamily building within the City that have been granted exemptions

pursuant to the circumstances outlined in subsection 2:9 (2), without first having secured a license and having made payment of the license fee as provided in this subsection 2:2 (3).

- c. No person or entity shall engage in the business of collection, transportation or disposing of solid waste, from any commercial, industrial, institutional and multifamily building within the City that has not been granted an Exemption pursuant to subsection 2:9 (2) without first having secured an exclusive franchise and license and made payment of the license fee as provided in this subsection 2:2 (3).
- d. All commercial, industrial, institutional and multi-family buildings shall be serviced by the exclusive solid waste franchisee(s) selected by the City unless serviced directly by the City. No person or entity owning or occupying a commercial, industrial, institutional or multifamily building shall enter into a contract for solid waste collection with a person or entity other than the exclusive franchisee unless said commercial location has been granted an exemption pursuant to subsection 2:9 (2).
- e. All licensed haulers shall provide collection services in the manner specified in this ordinance to enable the City to prevent a nuisance or a threat to the City's health, environmental and recycling goals to protect the public health, safety and welfare, as provided for in the solid waste regulations. The site and containers for storage of waste materials shall meet the requirements of health, sanitation and safety established in the regulations.
- f. In the event an Exemption is granted to a commercial location, then the solid waste hauler servicing the building must obtain a license from the City. Provision of solid waste services to any commercial location without a hauler license is a violation of this ordinance.
- g. License application: Solid waste haulers seeking to obtain a license from the City shall submit to the City no later than March 31 of each year (starting March 31, 2009 or 45 days from 2nd reading, whichever comes later) an administratively complete application for a hauler license to become effective May 1st of that year and demonstrate compliance with all requirements of this section. An administratively complete application shall include, at a minimum, a notarized statement of intent to comply with all hauler licensing requirements pursuant to this Ordinance and the regulations including all reporting and service feature requirements, an inventory of all vehicles and vehicle numbers expected to be used to provide services within the City, certificates of insurance showing the City as additional insured, and a list of accounts located within the City that the hauler is currently serving including service details (e.g. dumpster inventory, dumpster size, dumpster location, and dumpster service frequency, etc.) and account details (e.g. address, billing and service contacts, etc.).
- h. Fees. Each licensee or franchisee under this chapter shall pay the applicable franchise fee(s) at the time of application for a license as provided for in subsection 2:2 (3) g, or at a different time if specified by resolution of the city council. Applicable fees for licenses shall be set by city council resolution.

- i. General duties of franchisees and licensees. Each licensee or franchisee under this chapter shall perform all services required pursuant to this chapter including reporting and service features, maintain its equipment used in the designated services in good repair and working order, perform its operations efficiently and faithfully, and shall punctually perform all obligations imposed on it pursuant to this chapter. All collection equipment used by the licensee or franchisee must have the name of the firm clearly displayed on both sides of vehicles and on the front of refuse containers. The City shall have the right to inspect all relevant equipment of the licensed hauler as needed to assure compliance with the provisions of this ordinance.
- j. Recycling monitoring and compliance requirements of licensed haulers: Licensed haulers must report to the City when it is found that a refuse dumpster or cart for a commercial location is more than 50% full of recyclable materials. If the licensed hauler finds that a commercial location is not capturing their recycling as provided or elsewhere in this Ordinance, the licensed hauler agrees to work with the City and the commercial location to assure the commercial location's compliance with recycling requirements of this Ordinance. The licensed hauler agrees to comply with requirements to adjust refuse dumpster and frequency of pickup downward as required to enable the commercial location to comply with the recycling requirements of this Ordinance.
- k. Reporting and examination of records. Each licensee or franchisee under this chapter shall provide reports on a schedule and in a format determined by the city administrator as part of the regulations and shall make and keep proper books and accounts in which complete entries shall be made of all transactions relating to the licensed or franchised services (separate and apart from all other records and accounts of the licensee or franchisee), which books and accounts shall be made available to inspection by the City. The City shall have the right to inspect all relevant records of the licensed hauler as needed to assure compliance with the provisions of this ordinance.
- l. Additional standards and specifications. All licensees or franchisees under this chapter shall meet any other standards and specifications with respect to service, fees and collection thereof, and manner of performance, as may from time to time be required by agreement of the City and such licensee or franchisee.
- m. Indemnification of City; insurance. All licensees and franchisees under this chapter shall indemnify, save and keep harmless the City from any and all loss, cost, damage, expense or liability of any kind whatsoever which the City may suffer or which may be recovered against the City from or on account of the issuance of the license or franchise agreement or on account of any activity advocated or permitted by the City. Licensees and franchisees shall furnish the City a certificate of insurance for the insurance amounts indicated in the hauler licensing agreement, as established by the city administrator or designee, and shall obtain additional insured coverage protecting the City for the required amounts of insurance, which additional insured status shall be reflected in the certificate of insurance.

- (4) Revocation of franchise or license.
- a. Authority of city administrator. The city administrator has the authority to temporarily revoke the license or franchise of any licensee or franchisee whose practices present an immediate threat to the health, safety and well-being of the community or any persons therein. The city administrator has the right of permanent revocation for violation of any of the provisions of this chapter upon notice and after a hearing as provided for in subsection 2:2 (4) c. iii. In addition to the provisions contained in this chapter, the city administrator shall have the authority to establish regulations for the conduct of a hearing relating to the revocation or suspension of a franchise or license.
 - b. Grounds. The city administrator is hereby given the authority to revoke or suspend a franchise or license if the city administrator finds:
 - i. The franchisee or licensee has not complied with applicable codes, ordinances, statutes, laws, policies or rules and regulations.
 - ii. The franchisee or licensee has made fraudulent, false or misrepresentative statements in the application for the franchise or license.
 - iii. The franchisee or licensee owes the City required fees or outstanding fines or penalties.
 - c. Contents and service of notices.
 - i. Contents. All notices required to be given in accordance with this section shall be in writing, setting forth the reasons for the denial or revocation of the franchise or license. The notice shall inform the franchisee or licensee that the franchisee or licensee has the right to request a hearing before the city administrator.
 - ii. Service. All notices shall be sent by certified mail, return receipt requested, to the franchisee or licensee specified in the franchise or license. Notice shall be considered given on the date such notice is mailed.
 - iii. Hearings. The city administrator or designee shall send notice of intent to revoke a franchise or license. A franchise or license shall not be revoked unless the franchisee or licensee has had an opportunity to present evidence in the franchisee's or licensee's behalf. The city administrator or designee shall, within 5 business days of the hearing, issue a written order of the findings. Such written order shall be sent to the franchisee or licensee in accordance with the notice provisions of subsection (c) of this section. If, within 10 days of the notice, the franchisee or licensee does not request a hearing in writing, the franchise or license shall be revoked.

2:3. Point of collection.

The City shall collect solid waste only if it is at the following location on the collection day:

- (1) For residential dwellings and other locations not served by dumpsters, the point of collection shall be curbside. Leaves are collected each year from the street in accordance with the solid waste regulations.

(2) All other solid waste shall be collected at the point of storage, provided that the location is permitted by the solid waste regulations and is accessible to City solid waste collection equipment.

(3) The City may refuse to collect solid waste where such materials are not stored in compliance with the solid waste regulations including where snow and ice have not been removed properly.

2:4. Points of storage.

(1) Exterior solid waste containers must be stored at the rear or side of a structure. If storage at the rear or side is not possible, storage in a different location may be approved by the City Administrator or the public services area administrator. If the container location is shown on an approved site plan, the container must be kept at the collection point shown on the site plan. Notwithstanding any site plan, no storage may be on a public easement or right-of-way unless a recorded grant of that right-of-way, license or permit has been obtained.

(2) With the exception of single- or two-family homes, solid waste customers located within the Downtown District as defined in Chapter 7 that have a point of collection at the curb shall not leave solid waste or solid waste containers at the collection point earlier than 5:00 p.m. the day before collection or after 12:00 noon or an hour after collection on the designated day of collection if collection has not occurred by 11:00 a.m.

(3) Solid waste collectors providing service to customers described in Section (2) shall collect materials by 11:00 a.m. unless an Act of God or other factors beyond the collector's control prevent collection on time. Materials not collected by 11:00 a.m. must still be collected, but the late collection will not excuse the failure to collect by 11:00 a.m. Late collection and failure to provide collection is a separate violation of this section. Solid waste collector refers to the company providing the service and not the individual drivers.

(4) With the exception of the solid waste customers described in section (2), above, all solid waste customers that have a point of collection at the curb shall not leave solid waste or solid waste containers at the collection point for more than 24 hours before or 12 hours after the designated day of collection.

(5) All dumpsters must comply with the solid waste regulations for frontload collection service. Dumpster placement requirements are provided in the solid waste regulations.

2:5. Solid waste containers.

(1) No person shall deposit or remove solid waste in the solid waste container of another person without permission of the owner or property manager. Proof of violation of this section must be based on evidence showing the deposit of at least 1 cubic foot of material into or removal of any material from another person's solid waste container.

(2) Residential Curbside Containers

a. Refuse.

- i. The City mandates the use of curbcarts for residential refuse service. Refuse curbcarts are provided by the City in a manner described in the solid waste regulations.
- ii. All refuse must be stored within the curbside cart.
- iii. The weight of the refuse inside the curbcarts must not exceed 224 pounds for a 64 gallon curbside cart or a pro-rated amount for a different sized curbside cart.

- iv. Applicable fees for the collection of refuse from the curbcarts shall be set by city council by resolution. If the charges are not paid, they may be assessed against the property pursuant to section 1:292 of chapter 13 of the City Code.
 - v. A resident or property owner who obtains a replacement curbcart shall pay for the replacement curbcart. This requirement shall be waived administratively if the curbcart has been stolen, if the curbcart was broken by collection vehicle or the curbcart is more than ten years old.
- b. *Recycling.*
- i. Residential recyclables shall be separated from refuse and placed in recyclables collection containers in a manner determined by the city administrator through the solid waste regulations.
 - ii. Recyclable containers and bundles must not exceed 50 pounds.
- c. *Compostables.*
- i. Compostables shall be separated from refuse and place in compostables containers in a manner determined by the city administrator through regulations and applicable state law.
 - ii. Paper yard waste bags and bundles are acceptable for the collection of compostables. City approved compostable curbcarts are also acceptable.
 - iii. The weight of compostable bags or bundles shall not exceed 50 pounds. The weight of compostables inside a 96 gallon curbcart shall not exceed 336 pounds.
 - iv. The purchase price for compostable carts available from the City shall be set by city council by resolution. If the charges are not paid, they may be assessed against the property pursuant to section 1:292 of chapter 13 of the City Code.

(3) Multi-Family Containers.

- a. Every multi-family dwelling unit shall be provided with refuse and recycling container space. Each unit shall be equipped with approved refuse and recycling containers stored outside of the dwelling unit, sufficient to contain the refuse and recycling generated by that location until collected. The city administrator may adopt regulations for the minimum specifications for the containers.
- b. Multi-family dwellings with 10 or more units must use dumpsters to meet the container requirements for refuse.
- c. Recycling containers will be provided by the City in accordance with the solid waste regulations; refuse curbcarts will be provided to multi-family structures with less than 10 units in accordance with the solid waste regulations.
- d. A certificate of occupancy may be revoked for dwellings not meeting the requirements of this subsection, but the City shall not decline to collect refuse because a location has failed to provide recycling containers.

(4) Commercial Containers

- a. *Refuse:* Prior to July 1, 2009, Commercial locations must be equipped with sufficient containers to contain the refuse generated by the locations until

collected. Applicable fees for the collection of refuse shall be set by city council. If the charges are not paid, they may be assessed against the property pursuant to section 1:292 of chapter 13 of the City Code.

Effective July 1, 2009, the following provisions of subsection 2:5 (4) a. and c. through g. shall apply to commercial refuse unless a different compliance date is specified for an action or event. The City reserves the right of the city administrator to adjust the dates in subsection 2:5 (4) to later dates to accommodate the transition period for the franchise implementation.

- i. The City mandates the use of approved refuse containers for commercial refuse service. The City, independently or through its franchised waste hauler, will provide all such containers, which containers shall be used by the commercial location owner, manager and occupants.
 - ii. All refuse must be stored within the curbside or dumpster.
 - iii. Commercial locations must be equipped with sufficient approved refuse containers to contain the refuse generated by the locations until collected. Refuse curbsides, including shared curbsides, will be provided by the City in accordance with the solid waste regulations to those commercial locations determined to be suitable for refuse curbsides. Dumpsters, including shared compacting dumpster units will be provided by the City in accordance with the solid waste regulations to those commercial locations determined to be suitable for dumpsters. The city administrator may adopt regulations for minimum specifications for the containers, their locations and for the use of those containers.
 - iv. Applicable fees for the collection of commercial refuse shall be set by city council resolution and shall be charged quarterly in advance. If the charges are not paid, they may be assessed against the property pursuant to section 1:292 of chapter 13 of the City Code after appropriate collection steps are taken with the commercial location owner, manager or occupant of record for the unpaid fees.
- b. *Recycling*: Prior to July 1, 2009, Commercial recyclables shall be separated in a manner determined by the city administrator through the solid waste regulations.

Effective July 1, 2009, the following provisions of subsection 2:5 (4) b. through g. shall apply to commercial recycling unless different compliance dates are specified for an action or event.

- i. Commercial recyclables shall be separated from refuse and compost and placed in recyclables collection containers by occupants of commercial locations in a manner determined by the city administrator through the solid waste regulations.
- ii. The City mandates the use of curbsides, dumpsters, cardboard corrals and other approved containers for commercial recyclables service. The city administrator may adopt regulations for minimum specifications for the containers and their locations.

- iii. All recyclables must be stored within the curbside, dumpster, cardboard corral or other approved container.
 - iv. Recycling containers and recycling collection services will be provided by the City in accordance with the solid waste regulations.
 - v. Commercial locations must be equipped with sufficient approved recyclable containers to contain the recyclables generated by the locations until collected.
 - vi. Commercial location owners and/or commercial location managers shall work with the City to locate and maintain the recyclables collection containers at each commercial location.
 - vii. The City shall provide for an administrative approval process for the location of recyclables containers at each Location, including all required physical improvements necessary for those recyclables containers (e.g. concrete pads, screening).
 - viii. Commercial location owners and/or commercial location managers shall include compliance with the requirements of this section in all lease agreements with commercial location occupants and in all contracts for custodial services for the commercial locations.
 - ix. Commercial location owners and/or commercial location managers shall communicate recycling requirements to commercial location occupants at least annually and cooperate with the City to facilitate additional City sponsored communication regarding recycling requirements.
 - x. Commercial location owners and/or commercial location managers subject to this subsection shall have until July 1, 2012 to comply with its requirements, after which time the enforcement provisions of subsection 2:13 of this chapter shall become effective. Prior to July 1, 2012, the City will utilize a progressive enforcement program based on non-financial penalty Notices of Violation initiated by the offering of Recycling Containers and Recycling Services as described in subsection 2:5 (4) b.v.
- c. The commercial location owner and/or commercial location manager is responsible for full compliance with the requirements of subsection 2:5 (4).
 - d. Locations shall provide the space allocation necessary to demonstrate compliance with the requirements of this subsection.
 - e. Locations shall provide screening as required by chapter 62, section 5:604.
 - f. Any person providing a location for dumpsters used for commercial recyclables and related screening shall first apply to the planning and development services unit for a zoning compliance permit to do so. Application for such permit shall contain all information, including drawings, required and necessary for the determination of whether the Location and related screening would be contrary to the provisions of this chapter, or any other applicable ordinance.
 - g. As provided for in chapter 57, site plans submitted for new and or renovated commercial locations shall include sufficient solid waste information including necessary space allocation as to demonstrate compliance with the requirements of this subsection.

2:6. Prohibited materials.

The City shall refuse to collect any of the following prohibited materials:

- (1) Bulk items that do not fit inside the City-provided trash carts, such as furniture, mattresses, appliances and oversized or overweight building materials. Residents and commercial locations must make their own arrangements with the private sector for the proper removal and disposal of bulk items.
- (2) Liquid waste.
- (3) Hot ashes or other heated materials.
- (4) Dead animals, animal waste or human waste except in the manner determined by the City Administrator through the solid waste regulations.
- (5) Explosives, dangerous chemicals and other hazardous material.
- (6) Commercial medical waste as defined by the Michigan Public Health Code.
- (7) Other material that may damage equipment, pose a safety threat to collectors or the environment or are regulated by the state or federal government or as determined by the City Administrator through the solid waste regulations.

2:7. Solid waste facilities.

All nonhazardous solid waste, including refuse, recyclables and compostables, collected by the City and/or its agents or licensees shall be taken to the City's designated solid waste processing facilities currently located within the W. R. Wheeler Service Center, including the material recovery and waste transfer facility, the drop-off station, compost center and other facilities as may be established by city council action. Different types of waste may be accepted at each of these facilities. The rates for using these facilities shall be determined by the city council. Any person may discard their nonhazardous solid waste at these facilities except that persons who have not met any applicable residency requirements or have not prepared materials in a manner determined by the city administrator through regulations, or who have not paid facility charges, may be refused permission to deposit materials at the facility. Compostables and recyclables not separated according to the solid waste regulations will not be accepted for processing at the City's solid waste facilities.

2:8. Scavenging and unauthorized storage.

No person shall collect or remove and store solid waste, including recyclables, which have been prepared for City collection.

2:9. Variances.

(1) In cases of extreme hardship or practical difficulties, the city administrator may authorize variances to this chapter's requirements regarding solid waste containers, container locations, collection frequency and points of collection.

(2) Request for exemption from franchised service.

- a. Any commercial location owner and/or commercial location manager may request, in writing, to the city administrator or designee, that they be exempted from the franchised service if they can document that a national or regional refuse hauling contract was in effect no later than January 31, 2009, the signing of which was outside the person's or entity's control and that the refuse hauler providing those services has secured and maintained a valid hauler license with the City. The request for exemption must be submitted annually by May 15th of each year to document the continuation into the next 12-month period (beginning July 1) of the conditions under which the Exemption was granted. Said exemption is effectively terminated if and when the conditions cited as the reason for the exemption status cease to exist. It shall be the responsibility of the commercial location owner and/or commercial location manager to inform the City of this change in status within 30 days of occurrence.
- b. Any commercial, industrial, or institutional user that can document that it has a valid contract for refuse services in effect no later than January 31, 2009 and that the refuse hauler providing those services has secured and maintained a valid hauler license with the City may request and will be granted an exemption from the franchised service up to the initial contract termination date or through June 30, 2011, whichever is earlier, at which time exemptions granted for such purposes shall be terminated without option. For the purposes of this section the initial contract termination date is defined as the end of the current contract period and does not include any renewals or extensions, automatic or otherwise. Contracts signed after January 31, 2009 shall be valid only through June 30, 2009.
- c. Any commercial, industrial, or institutional user that has been granted an exemption from the exclusive franchise or has a valid contract for refuse services as provided for in subsection 2:2 (4) b shall utilize only a hauler that is licensed by the City.
- d. Regardless of an exemption being granted, such commercial locations must comply in full with all requirements of this chapter and regulations including requirements for separation of recyclables from refuse in separate recyclables containers.

(3) Request for exemption from City provided recycling services.

- a. Effective July 1, 2012, any commercial location owner and/or commercial location manager may request, using on-line forms made available by the City, to the city administrator or designee, that they be exempted from use of the City provided recycling service. The request shall specify the circumstances that necessitate such exemption status, which may include but are not limited to a corporate contract whose provisions are outside the

person's or entity's control, or a specialized service that cannot be provided by the City service.

- b. The request for exemption shall be submitted with a Recycling compliance plan and Recycling compliance report for the commercial locations under question.
- c. A commercial location granted an exemption under this section must maintain compliance with all other provisions of this Ordinance or said Exemption shall be administratively revoked.
- d. The request for exemption must be submitted annually by May 15th of each year to document the continuation into the next 12-month period (beginning July 1) of the conditions under which the Exemption was granted. Said exemption is effectively terminated if and when the conditions cited as the reason for the exemption status cease to exist. It shall be the responsibility of the commercial location owner and/or commercial location manager to inform the City of this change in status within 30 days of occurrence.
- e. Regardless of an exemption being granted, such commercial locations must comply in full with all requirements of this chapter and regulation including requirements for separation of recyclables from refuse in separate recyclables containers.

2:10. Solid waste regulations.

The Administrator may adopt regulations implementing this chapter, including regulations on the design, location, maintenance and access to solid waste containers, handling of prohibited materials and the proper separation of and preparation of recyclables, compostables and special pickups and to implement its solid waste management strategy. Those regulations shall take effect 30 days after being filed with the city clerk unless modified or disapproved by the city council.

2:11. Removal of improperly stored materials; enforcement.

If solid waste containers are left at the curb in violation of Section 2:12, they may be removed and disposed of by the City. Solid waste or other material left at the curb or improperly stored elsewhere outdoors may be removed by the City. At least 24 hours prior to removing materials pursuant to this section, the City shall serve a notice of violation. Notice of violation may be made by mailing it to the property owner, as shown on assessment records, delivery to the owner or posting the notice at a conspicuous place on the property. No notice shall be required if a public health hazard necessitates immediate removal of materials. All costs (including labor, equipment, materials disposal and overhead) of work performed by the City under this section shall be charged to the owner of the involved property. If the charges are not paid, they may be assessed against the property pursuant to section 1:292 of Chapter 13 of this Code.

2:12. Illegal storage of solid waste.

No person shall store solid waste or solid waste containers at locations other than permitted by this chapter or regulations implementing this chapter. No property owner or person in control shall permit solid waste or solid waste containers to remain on or adjacent to the property in violation of this section.

2:13. Penalties.

(1) Authority. The primary authority and responsibility for the enforcement of the provisions of this chapter shall be vested in the administrator or his/her designee(s). Upon a determination that a person is in violation of this chapter, the City shall give notice or issue a citation that indicates the person is in violation of a section in this chapter.

(2) Upon a finding that a section of this chapter has been violated, the violator shall be subject to one or more of the penalties provided in this section. The following classifications, when used in this chapter, shall determine the penalty for any violation of any provision of this chapter.

(3) Each violation of this chapter shall be a civil infraction punishable by a civil fine of up to \$1,000.00, plus costs and all other remedies available by statute. Violation of this chapter shall be punishable by a civil fine of not less than \$100.00 for the first offense, not less than \$250.00 and up to \$500.00 for the second offense, and not less than \$500.00 and up to \$1,000.00 for each additional or subsequent offense within a 2-year time period, plus costs and all other remedies available by statute. The maximum fine for any offense shall not exceed \$1,000.00. Each day of violation shall be a separate violation except in a case when the maximum fine is levied. If the penalty is not paid within 45 days, it may be assessed against the parcel under section 1:292 of this Code.

(4) The city administrator shall establish procedures, incorporated into the regulations for this chapter, establishing progressive enforcement programs applicable to specific sections of this chapter, designed to assure compliance over a specified time period with the provisions of this section. Enforcement actions in each progressive enforcement program may include designated time periods for technical assistance and dispute resolution prior to violation notices consistent with subsection 2:13 (3) of this chapter.

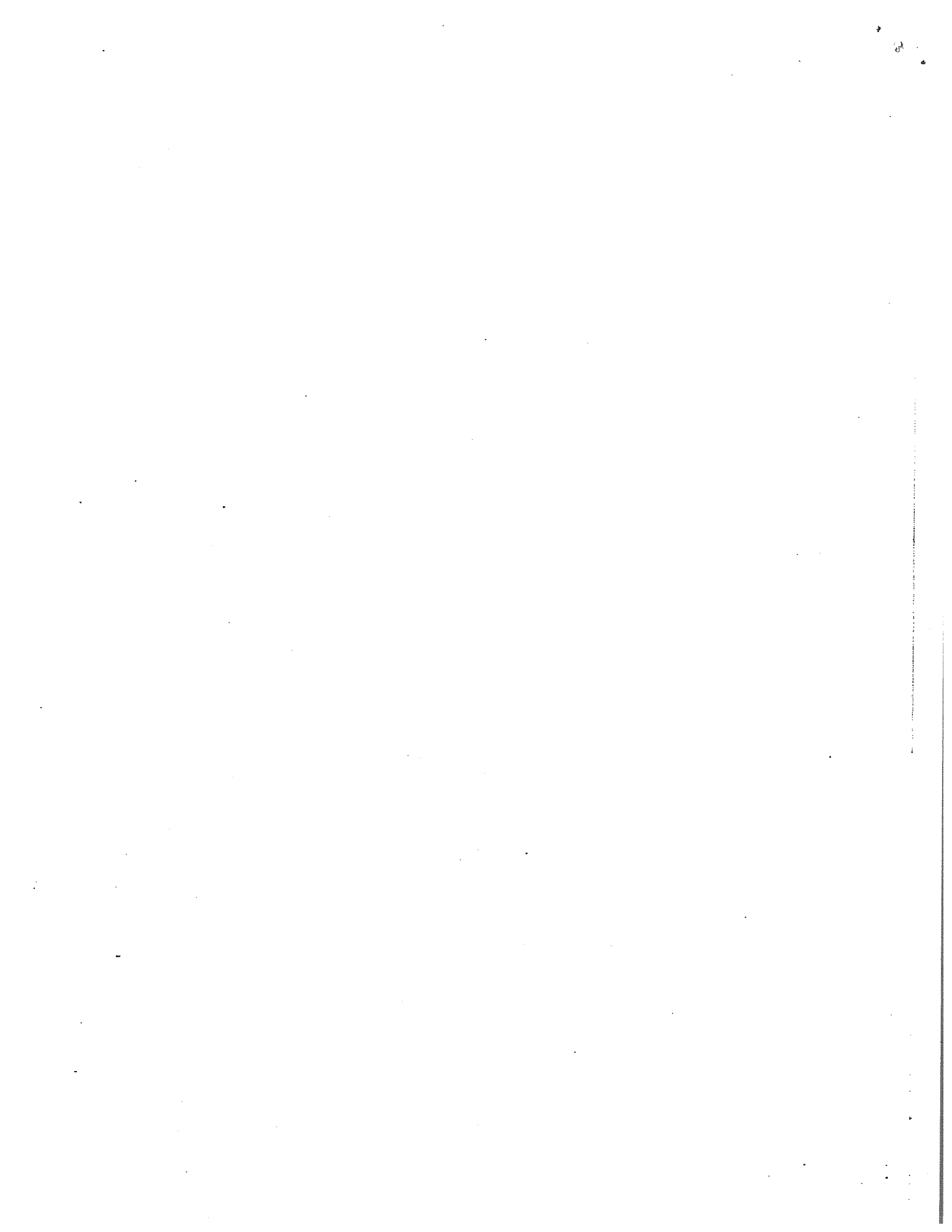


EXHIBIT G
LETTER OF CREDIT

LETTER OF CREDIT NO. _____

City Administrator
City of Ann Arbor
100 N. Fifth Avenue
P.O. Box 8647
Ann Arbor, Michigan 48107-8647

City Administrator:

We, name of financial institution, as the Surety, hereby issue our irrevocable Letter of Credit number _____ in favor of the City of Ann Arbor ("City") on behalf of Waste Management of Michigan, Inc., hereby referred to as the Principal, for a sum of up to an aggregate amount not to exceed two hundred fifty thousand and 00/100 dollars (\$250,000.00), available by your drafts at sight drawn on our institution, name of financial institution, located at _____ address _____. Drafts must be marked "Drawn under name of financial institution Letter of Credit number _____ dated effective date." We are a bank or financial institution that has the authority to issue Letters of Credit in the state of Michigan.

This Letter of Credit is to provide financial assurance to the City for the conditions specified in a Service Agreement for Commercial Refuse Collection Services entered into by and between the City and the Principal, according to which the Principal is required to provide refuse collection services within the City of Ann Arbor.

The City, by the City Administrator or Contract Administrator, may draw on this Letter of Credit in the event that the City is required to perform services that Principal has failed to perform and/or in the event that Principal fails to reimburse the City within thirty (30) days for amounts invoiced to Principal for reimbursement, provided the City shall have given Principal not less than ten (10) days written notice prior to drawing on this Letter of Credit. These funds are to reimburse the City in the amount of the costs to the City to perform services that Principal failed to perform and/or in the amount(s) Principal is required to reimburse the City.

Partial drawings and multiple drawings are permitted. Draws shall be made by presentation of a signed and dated affidavit from the City Administrator or the Contract Administrator stating the amount the Principal is obligated to pay or reimburse the City and referencing Letter of Credit no. _____ dated effective date. This original Letter of Credit must be submitted to us together with any drawings hereunder for our endorsement of any payments effected by us and/or for cancellation. Payment will be made within five (5) days after presentation of the affidavit

This Letter of Credit shall be, and continue to be, in force for a minimum of one (1) year, but such expiration date shall be automatically extended for periods of one (1) year, unless, not less than ninety (90) days before the current expiration date, we notify both the City and the Principal by certified mail or courier of our decision not to extend the current expiration date. We agree that the ninety-day period shall begin on the date when both the City and the Principal have received the notice, as evidenced by the return receipts. If the Principal does not extend the expiration date or establish alternative financial assurance within thirty (30) days after receipt of an expiration or cancellation notice by the Surety, the City may draw on the Letter of Credit. The Principal is not authorized to cancel the Letter of Credit either in part or in whole without written approval from the City.

The Surety shall not be called upon to determine questions of fact or law at issue between the City and the Principal.

This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits, 1993 Revisions, International Chamber of Commerce, Publication No. 500, and the Uniform Commercial Code, where applicable. Where conflicts exist between Uniform Customs and Practices for Documentary Credits and the Michigan Uniform Commercial Code, the Michigan Uniform Commercial Code shall control.

We shall honor drafts drawn under and in compliance with the terms of this Letter of Credit and these drafts will be duly honored upon presentation to us if presented on or before _____, 20__, or any automatically extended date. The amount of each draft must be endorsed by us on the reverse of this Letter of Credit.

We certify that the wording on this Letter of Credit is identical to the wording provided by the City as of the date shown immediately below.

Institution

Address

City, State

Signature

Printed name

Date

Telephone

AMENDMENT NUMBER ONE TO
SERVICE AGREEMENT
BETWEEN WASTE MANAGEMENT OF MICHIGAN, INC.,
AND THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 W. Huron Avenue, Ann Arbor, Michigan 48107-8647 ("CITY") and, Waste Management of Michigan, Inc., a Michigan Corporation, having its offices at 48797 Alpha Drive, Suite 100, Wixom, MI, 48393, Federal ID # 38-1214786, a wholly owned subsidiary of Waste Management, Inc., a Delaware Corporation, having its offices at 1001 Fannin Street, Houston, Texas, 77002-6706, Federal ID # 73-1309529 ("CONTRACTOR"), agree this 16 day of December, 2013, to amend the Services Agreement entered into between them and dated June 18, 2009, as follows:

- 1). Section D-1, Contractor Compensation Schedule, of Exhibit E, Contractor's Compensation, is amended to read as follows:

D-1. Contractor Compensation Schedule: Beginning July 1, 2009 and for each billing period thereafter during the terms of this agreement, the Contractor shall charge and bill the City per the following Schedule with the unit pricing from the following Schedule determined by the total cubic yards capacity serviced by the Contractor that month.

a. Monthly Service Fee for Commercial Refuse Collection Services with Dumpsters

Type of container	Monthly Service Fee					
	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
2 CY Wheeled Dumpster	\$48.32	\$91.78	\$135.24	\$178.70	\$222.16	\$265.62
2 CY Dumpster	\$47.36	\$90.82	\$134.28	\$177.74	\$221.20	\$264.66
4 CY Wheeled Dumpster	\$49.70	\$93.16	\$136.62	\$180.08	\$223.54	\$267.00
4 CY Dumpster	\$48.71	\$92.17	\$135.63	\$179.09	\$222.55	\$266.01
6 CY Dumpster	\$50.70	\$94.16	\$137.62	\$181.08	\$224.54	\$268.00
8 CY Dumpster	\$51.70	\$95.16	\$138.62	\$182.08	\$225.54	\$269.00
6 CY Vert-i-pack	\$152.97	\$218.18	\$283.39	\$348.60	\$413.81	\$479.02
8 CY Vert-i-pack	\$160.07	\$225.28	\$290.49	\$355.70	\$420.91	\$486.12

NOTES:

#1: A 3 cubic yard container is considered a 4 cubic yard container

#2: A 5 cubic yard container is considered a 6 cubic yard container

#3: A 7 cubic yard container or 10 cubic yard container is considered an 8 cubic yard container

b. Monthly Service Fee for Commercial Refuse Collection Services with Roll-offs

Type of container	Monthly Service Fee					
	1 Pull/Wk	2 Pulls/Wk	3 Pulls/Wk	4 Pulls/Wk	5 Pulls/Wk	6 Pulls/Wk
10 CY Roll - Off	\$198.00	\$396.00	\$594.00	\$792.00	\$990.00	\$1,188.00
20 CY Roll - Off	\$203.00	\$406.00	\$609.00	\$812.00	\$1,015.00	\$1,218.00
30 CY Roll - Off	\$206.00	\$412.00	\$618.00	\$824.00	\$1,030.00	\$1,236.00
40 CY Roll - Off	\$212.00	\$424.00	\$636.00	\$848.00	\$1,060.00	\$1,272.00
20 CY Compactor	\$258.00	\$516.00	\$774.00	\$1,032.00	\$1,290.00	\$1,548.00
30 CY Compactor	\$258.00	\$516.00	\$774.00	\$1,032.00	\$1,290.00	\$1,548.00
40 CY Compactor	\$270.00	\$540.00	\$810.00	\$1,080.00	\$1,350.00	\$1,620.00

NOTES:

#1: Less than 1 haul per month, \$75.00 per month rental will apply.

c. Other Fees and Charges on a Per Unit Basis as Specified Below

UNIT PRICING ITEM	NOTE	UNIT PRICE	UNITS
Start-up Delivery Fee (City Containers)	#1	\$0.00	Per Container
Container Delivery Fee (other Containers)	#2	\$75.00	Per Container
Container Swap	#3	\$75.00	Per Swap
On Demand Extra Dumpster Lift	#4	\$60.00	Per Lift
Lockable Dumpster Option	#5	\$150.00	Per Dumpster
Surplus Refuse Collection	#6	\$20.00	Per Cubic Yard
Inactive Roll-off Rental	#7	\$75.00	Per Month
Container Service Labor	#8	\$100.00	Per Hour
Replacement Lid	#9	\$20.00	Per Lid
Compactor Service Labor	#10	\$125.00	Per Hour
LampTracker	#11	See Note	
E-Waste	#12	See Note	
Special Events-Dumpster Delivery/Removal	#13		
-- One to Five 6 Cubic Yard Dumpsters		\$70.00	Per Dumpster
- Six or More 6 Cubic Yard Dumpsters		\$50.00	Per Dumpster
- Monday-Saturday Collection Service		\$10.03	Per Dumpster Lift
- Sunday Collection Service	#14	\$50.00	Per Dumpster Lift
- Event Boxes – First 500 per Year	#15	\$0.00	500 Boxes/Year
- Event Boxes – Any Amount over 500/Yr		\$6.00	Per Box
- Event Box Liners	#16	\$27.00	Per Case
- Recycle Event Box Lids		\$4.00	Per Lid
<u>Additional Collection Service on Sunday</u>	<u>#17</u>	<u>\$50.00</u>	<u>Per Dumpster Lift</u>

Notes:

- #1 Covers up to 310 containers delivered to businesses currently serviced by the City.
- #2 Applies to all other container deliveries to new accounts throughout the agreement.
- #3 Applies to container swaps to existing accounts throughout the agreement.
- #4 Applied to all existing accounts throughout the agreement.
- #5: Location supplies the pad lock & key, Contractor does not need key to service the dumpster.
- #6: Charged only after Documentation of 2 Surplus Refuse Events in 90 Days
- #7: Charged only if less than one roll-off pull per month. Rental applied to each inactive roll-off.
- #8: Charged only if service is for damage caused by Commercial Service Unit.
- #9: Charged only if damage caused by Commercial Service Unit.
- #10: Charged for compactor units unless covered by other compactor agreement.
- #11: From current WM website price schedule for this service
- #12: From current WM website price schedule for this service
- #13: Applicable to all Events including Art Fair, at City's request. No requirement to use service. All prices increase at 5% per year effective each July 1 starting on July 1, 2010.
- #14: Sunday Collection Service requires a Minimum Order of 15 Containers, Maximum 50.
- #15: No charge for up to 500 Event Boxes per year.
- #16: A case is 100 liners
- #17: This Sunday Collection Service is for an additional, scheduled day for dumpsters that already get regular weekly service. The Sunday Collection Service for these locations will be limited to a Maximum Order of 5 dumpsters that are either uncompacted dumpsters or dumpsters located at compacting (Vertipack) stations

d. Price Adjustments

- i. Each July 1 of the Contract term for the duration of the agreement, starting July 1, 2010, a 2.5% Price Adjustment shall be applied to 72% of all pricing.

- ii. Each month of the Contract term for the duration of the agreement, starting July 1, 2009, a fuel surcharge may be applied by the Contractor to 28% of all pricing. The fuel surcharge shall be 1.5% for each \$.10 increase in fuel over a base of \$4.50 per gallon, determined monthly based on the average rate of fuel for the previous month based on the following Department of Energy index:

<http://www.eia.doe.gov> for highway diesel prices.

e. Contractor Incentive Payments – to be paid to Contractor as follows:

- i. Recycling Incentive – The City and the Contractor agree that the City will not pay and does not owe any Recycling Incentive payments to the Contractor for the duration of the Contract, effective as of the start date of the Contract, notwithstanding the provision for such payments in the original Contract. The City will add \$2 to each monthly payment to the Contractor for each ton collected by the City's Commercial Recycling Program in the previous month for which data is available.
- ii. Service Quality Field Inspection Incentive – The City may periodically, but no more frequently than every three months, undertake random field inspections documented with photographs, performance checklists and related evaluation tools to field verify service quality. Should the Contractor score 90% or higher in a Service Quality Field Inspection, an additional payment of \$2,500 will be made to the Contractor in the next monthly invoice cycle.
- iii. Customer Satisfaction Incentive - The City may periodically, but no more frequently than every three months, undertake random Customer Satisfaction Surveys to verify satisfaction with Contractor performance. Should the Contractor score 90% or higher in a Service Quality Field Inspection, an additional payment of \$2,500 will be made to the Contractor in the next monthly invoice cycle.

f. No Other Fees/Charges are allowed except for those specified above or as provided in Paragraph XII.

All terms, conditions, and provisions of the original agreement between the parties executed June 18, 2009, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this December 16 2013.

**FOR WASTE MANAGEMENT
OF MICHIGAN, INC.**

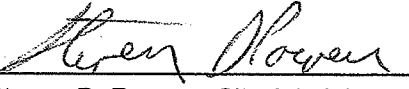
By Denise Gretz
Denise Gretz, Area Vice President

FOR THE CITY OF ANN ARBOR

By John Hieftje
John Hieftje, Mayor

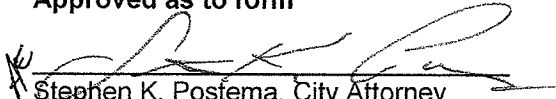
By Jacqueline Beaudry
Jacqueline Beaudry, City Clerk

Approved as to substance

By 
Steven D. Powers, City Administrator

By 
Craig Hupy, Public Services Administrator

Approved as to form


Stephen K. Postema, City Attorney

**Amendment Number One to the
Service Agreement Between
Waste Management of Michigan, Inc.
and
The City of Ann Arbor**

AMENDMENT NUMBER ONE TO
SERVICE AGREEMENT
BETWEEN WASTE MANAGEMENT OF MICHIGAN, INC.,
AND THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 W. Huron Avenue, Ann Arbor, Michigan 48107-8647 ("CITY") and, Waste Management of Michigan, Inc., a Michigan Corporation, having its offices at 48797 Alpha Drive, Suite 100, Wixom, MI, 48393, Federal ID # 38-1214786, a wholly owned subsidiary of Waste Management, Inc., a Delaware Corporation, having its offices at 1001 Fannin Street, Houston, Texas, 77002-6706, Federal ID # 73-1309529 ("CONTRACTOR"), agree this 16 day of December, 2013, to amend the Services Agreement entered into between them and dated June 18, 2009, as follows:

- 1) Section D-1, Contractor Compensation Schedule, of Exhibit E, Contractor's Compensation, is amended to read as follows:

D-1. Contractor Compensation Schedule: Beginning July 1, 2009 and for each billing period thereafter during the terms of this agreement, the Contractor shall charge and bill the City per the following Schedule with the unit pricing from the following Schedule determined by the total cubic yards capacity serviced by the Contractor that month.

a. Monthly Service Fee for Commercial Refuse Collection Services with Dumpsters

Type of container	Monthly Service Fee					
	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
2 CY Wheeled Dumpster	\$48.32	\$91.78	\$135.24	\$178.70	\$222.16	\$265.62
2 CY Dumpster	\$47.36	\$90.82	\$134.28	\$177.74	\$221.20	\$264.66
4 CY Wheeled Dumpster	\$49.70	\$93.16	\$136.62	\$180.08	\$223.54	\$267.00
4 CY Dumpster	\$48.71	\$92.17	\$135.63	\$179.09	\$222.55	\$266.01
6 CY Dumpster	\$50.70	\$94.16	\$137.62	\$181.08	\$224.54	\$268.00
8 CY Dumpster	\$51.70	\$95.16	\$138.62	\$182.08	\$225.54	\$269.00
6 CY Vert-i-pack	\$152.97	\$218.18	\$283.39	\$348.60	\$413.81	\$479.02
8 CY Vert-i-pack	\$160.07	\$225.28	\$290.49	\$355.70	\$420.91	\$486.12

NOTES:

#1: A 3 cubic yard container is considered a 4 cubic yard container

#2: A 5 cubic yard container is considered a 6 cubic yard container

#3: A 7 cubic yard container or 10 cubic yard container is considered an 8 cubic yard container

b. Monthly Service Fee for Commercial Refuse Collection Services with Roll-offs

Type of container	Monthly Service Fee					
	1 Pull/Wk	2 Pulls/Wk	3 Pulls/Wk	4 Pulls/Wk	5 Pulls/Wk	6 Pulls/Wk
10 CY Roll - Off	\$198.00	\$396.00	\$594.00	\$792.00	\$990.00	\$1,188.00
20 CY Roll - Off	\$203.00	\$406.00	\$609.00	\$812.00	\$1,015.00	\$1,218.00
30 CY Roll - Off	\$206.00	\$412.00	\$618.00	\$824.00	\$1,030.00	\$1,236.00
40 CY Roll - Off	\$212.00	\$424.00	\$636.00	\$848.00	\$1,060.00	\$1,272.00
20 CY Compactor	\$258.00	\$516.00	\$774.00	\$1,032.00	\$1,290.00	\$1,548.00
30 CY Compactor	\$258.00	\$516.00	\$774.00	\$1,032.00	\$1,290.00	\$1,548.00
40 CY Compactor	\$270.00	\$540.00	\$810.00	\$1,080.00	\$1,350.00	\$1,620.00

NOTES:

#1: Less than 1 haul per month, \$75.00 per month rental will apply.

c. Other Fees and Charges on a Per Unit Basis as Specified Below

UNIT PRICING ITEM	NOTE	UNIT PRICE	UNITS
Start-up Delivery Fee (City Containers)	#1	\$0.00	Per Container
Container Delivery Fee (other Containers)	#2	\$75.00	Per Container
Container Swap	#3	\$75.00	Per Swap
On Demand Extra Dumpster Lift	#4	\$60.00	Per Lift
Lockable Dumpster Option	#5	\$150.00	Per Dumpster
Surplus Refuse Collection	#6	\$20.00	Per Cubic Yard
Inactive Roll-off Rental	#7	\$75.00	Per Month
Container Service Labor	#8	\$100.00	Per Hour
Replacement Lid	#9	\$20.00	Per Lid
Compactor Service Labor	#10	\$125.00	Per Hour
LampTracker	#11	See Note	
E-Waste	#12	See Note	
Special Events-Dumpster Delivery/Removal	#13		
-- One to Five 6 Cubic Yard Dumpsters		\$70.00	Per Dumpster
- Six or More 6 Cubic Yard Dumpsters		\$50.00	Per Dumpster
- Monday-Saturday Collection Service		\$10.03	Per Dumpster Lift
- Sunday Collection Service	#14	\$50.00	Per Dumpster Lift
- Event Boxes – First 500 per Year	#15	\$0.00	500 Boxes/Year
- Event Boxes – Any Amount over 500/Yr		\$6.00	Per Box
- Event Box Liners	#16	\$27.00	Per Case
- Recycle Event Box Lids		\$4.00	Per Lid
<u>Additional Collection Service on Sunday</u>	<u>#17</u>	<u>\$50.00</u>	<u>Per Dumpster Lift</u>

Notes:

- #1 Covers up to 310 containers delivered to businesses currently serviced by the City.
- #2 Applies to all other container deliveries to new accounts throughout the agreement.
- #3 Applies to container swaps to existing accounts throughout the agreement.
- #4 Applied to all existing accounts throughout the agreement.
- #5: Location supplies the pad lock & key, Contractor does not need key to service the dumpster.
- #6: Charged only after Documentation of 2 Surplus Refuse Events in 90 Days
- #7: Charged only if less than one roll-off pull per month. Rental applied to each inactive roll-off.
- #8: Charged only if service is for damage caused by Commercial Service Unit.
- #9: Charged only if damage caused by Commercial Service Unit.
- #10: Charged for compactor units unless covered by other compactor agreement.
- #11: From current WM website price schedule for this service
- #12: From current WM website price schedule for this service
- #13: Applicable to all Events including Art Fair, at City's request. No requirement to use service. All prices increase at 5% per year effective each July 1 starting on July 1, 2010.
- #14: Sunday Collection Service requires a Minimum Order of 15 Containers, Maximum 50.
- #15: No charge for up to 500 Event Boxes per year.
- #16: A case is 100 liners
- #17: This Sunday Collection Service is for an additional, scheduled day for dumpsters that already get regular weekly service. The Sunday Collection Service for these locations will be limited to a Maximum Order of 5 dumpsters that are either uncompacted dumpsters or dumpsters located at compacting (Vertipack) stations

d. Price Adjustments

- i. Each July 1 of the Contract term for the duration of the agreement, starting July 1, 2010, a 2.5% Price Adjustment shall be applied to 72% of all pricing.

- ii. Each month of the Contract term for the duration of the agreement, starting July 1, 2009, a fuel surcharge may be applied by the Contractor to 28% of all pricing. The fuel surcharge shall be 1.5% for each \$.10 increase in fuel over a base of \$4.50 per gallon, determined monthly based on the average rate of fuel for the previous month based on the following Department of Energy index:

<http://www.eia.doe.gov> for highway diesel prices.

e. Contractor Incentive Payments – to be paid to Contractor as follows:

- i. Recycling Incentive – The City and the Contractor agree that the City will not pay and does not owe any Recycling Incentive payments to the Contractor for the duration of the Contract, effective as of the start date of the Contract, notwithstanding the provision for such payments in the original Contract. The City will add \$2 to each monthly payment to the Contractor for each ton collected by the City's Commercial Recycling Program in the previous month for which data is available.
- ii. Service Quality Field Inspection Incentive – The City may periodically, but no more frequently than every three months, undertake random field inspections documented with photographs, performance checklists and related evaluation tools to field verify service quality. Should the Contractor score 90% or higher in a Service Quality Field Inspection, an additional payment of \$2,500 will be made to the Contractor in the next monthly invoice cycle.
- iii. Customer Satisfaction Incentive - The City may periodically, but no more frequently than every three months, undertake random Customer Satisfaction Surveys to verify satisfaction with Contractor performance. Should the Contractor score 90% or higher in a Service Quality Field Inspection, an additional payment of \$2,500 will be made to the Contractor in the next monthly invoice cycle.

- f. No Other Fees/Charges are allowed except for those specified above or as provided in Paragraph XII.

All terms, conditions, and provisions of the original agreement between the parties executed June 18, 2009, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this December 16, 2013.

**FOR WASTE MANAGEMENT
OF MICHIGAN, INC.**

By Denise Gretz
Denise Gretz, Area Vice President

FOR THE CITY OF ANN ARBOR

By John Hieftje
John Hieftje, Mayor

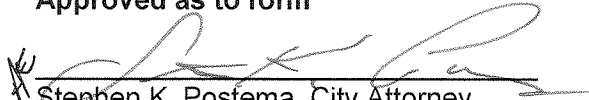
By Jacqueline Beaudry
Jacqueline Beaudry, City Clerk

Approved as to substance

By 
Steven D. Powers, City Administrator

By 
Craig Hupy, Public Services Administrator

Approved as to form


Stephen K. Postema, City Attorney

**Amendment Number Two
to the Agreement for
Commercial Refuse Collection Services Between
Waste Management of Michigan, Inc.
and
The City of Ann Arbor**

**AMENDMENT NUMBER 2 TO
AGREEMENT FOR
COMMERCIAL REFUSE COLLECTION SERVICES
BETWEEN
WASTE MANAGEMENT OF MICHIGAN, INC.
AND
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Waste Management of Michigan, Inc., a Michigan Corporation, having its offices at 48797 Alpha Drive, Suite 100, Wixom, MI 48393, Federal ID# 38-1214786, a wholly owned subsidiary of Waste Management, Inc. a Delaware Corporation, having its offices at 1001 Fannin Street, Houston, Texas, 77002-6706, Federal ID# 73-1309529 ("Contractor") agree to amend the services agreement for Commercial Refuse Collection Services executed by the parties dated June 18, 2009 and amended on December 16, 2013 ("Agreement") as follows:

- 1) Article II, DURATION, is amended to read as follows:

This AGREEMENT shall remain in effect through June 30, 2020, unless terminated for breach or as provided in this agreement. At the City's option, upon notice to the Contractor, the Contract may be extended for one additional one-year term through June 30, 2021, unless terminated for breach or as provided in this agreement.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

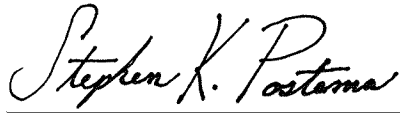
For Contractor

By: *Dennis J. Juretz*
Its: *Angela Vice President*
Date: *June 11, 2019*

For City of Ann Arbor

By: *Christopher Taylor* 07/03/2019
CHRISTOPHER TAYLOR, MAYOR
By: *Jacqueline Beaudry* 07/03/2019
JACQUELINE BEAUDRY, CITY CLERK

Approved as to form and content



07/02/2019

STEPHEN POSTEMA, CITY ATTORNEY

Approved as to substance



07/02/2019

HOWARD LAZARUS, CITY ADMINISTRATOR
PROXY SIGNED BY JFOURNIER



06/25/2019

CRAIG HUPY, PUBLIC SERVICES AREA ADMINISTRATOR

Public Services Administrator

**Amendment Number Three
to the Agreement for
Commercial Refuse Collection Services Between
Waste Management of Michigan, Inc.
and
The City of Ann Arbor**

**AMENDMENT NUMBER 3 TO
AGREEMENT FOR
COMMERCIAL REFUSE COLLECTION SERVICES
BETWEEN
WASTE MANAGEMENT OF MICHIGAN, INC.
AND
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Waste Management of Michigan, Inc., a Michigan Corporation, having its offices at 48797 Alpha Drive, Suite 100, Wixom, MI 48393, Federal ID# 38-1214786, ("Contractor") agree to amend the services agreement for Commercial Refuse Collection Services executed by the parties dated June 18, 2009, amended on December 16, 2013, and July 3, 2019 ("Agreement") as follows:

- 1) Article II, DURATION, is deleted and replaced with the following:

This AGREEMENT shall remain in effect through June 30, 2023, unless terminated for breach or as provided in this agreement. Upon mutual agreement of the parties, the Contract may be extended for one additional one-year term through June 30, 2024, unless terminated for breach or as provided in this agreement.

- 2) Exhibit D, PERFORMANCE SPECIFICATIONS, Article D-1, General Specifications, (b) is deleted and replaced with the following:

b. Waste Delivery: Contractor shall deliver all Refuse collected Monday-Saturday only to the Contractor's Woodland Meadow's landfill at 5900 Hannan Road, Wayne, MI at the rate of \$22.97 per ton plus a fuel surcharge as provided for in this agreement. This facility will be available six (6) days per week to receive refuse collected as part of this program. The hours available will be Monday-Friday 7am-4pm, and Saturday 7am-11am. In the event the Woodland Meadows landfill is not available, the City may elect, in its sole discretion, to have Contractor deliver all Refuse collected to the City Transfer Station located at 4160 Platt Rd, Ann Arbor, MI, as an alternative transfer site with ultimate disposal at another location, and the City shall be responsible for paying the City Transfer Station rates. The Contractor shall provide the City with weekly reports and invoices for such solid waste. This arrangement shall continue until the City chooses to another site as its City Designated Facility for purposes of this Agreement.

- 3) AMENDMENT NUMBER ONE TO SERVICE AGREEMENT BETWEEN WASTE MANAGEMENT OF MICHIGAN, INC., AND THE CITY OF ANN ARBOR, the following is added to D-1(c) and incorporated herein as a part of the Agreement:

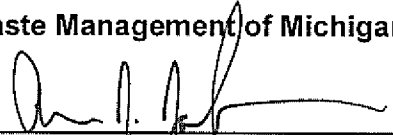
Additional Collection Service on Sunday	#17	\$61.94	Per Lift
---	-----	---------	----------

#17. The Sunday Collection Service will be limited to a Minimum Order of 20 refuse containers in the City's Downtown Business District (DBD), and no maximum order of dumpsters in the DBD, that are either compacting (Vert-i-pack) stations or Front Load dumpsters (2-8 cubic yards in size).

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment 3 and are made a part of this Amendment 3 as though expressly rewritten, incorporated, and included herein.

This Amendment 3 to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

For Waste Management of Michigan, Inc.

By 

Its: President

Date: 6/23/21

For City of Ann Arbor

By  06/30/2021

CHRISTOPHER TAYLOR, MAYOR

By  06/30/2021

JACQUELINE BEAUDRY, CITY CLERK

Approved as to form and content

 06/30/2021

STEPHEN POSTEMA, CITY ATTORNEY

Approved as to substance

 06/30/2021

TOM CRAWFORD, CITY ADMINISTRATOR

 06/25/2021

CRAIG HUPY, PUBLIC SERVICES AREA ADMINISTRATOR

Public Services Administrator

**Waste Management Invoices
from
January 2022 to May 2022**



INVOICE

BILL TO:
 CITY OF ANN ARBOR
 AIMEE WINGLE
 301 E HURON ST
 ANN ARBOR, MI 48104-1908

INVOICE DATE | 1/4/2022
 CUSTOMER ID | 13-37840-53008
 INVOICE NUMBER | 8432351-1710
 SERVICE PERIOD | December-21
 NET DUE DAYS | 25 Days

DATE	DESCRIPTION	QUANTITY	AMOUNT
December-21	96 GAL Toter REL	2	\$ 86.71
December-21	2 YD FEL COMPACTOR	15	\$ 16,441.47
December-21	2 YD FEL	81	\$ 10,131.03
December-21	3 YD & 4 YD FEL	167	\$ 17,829.65
December-21	4 YD REL PER TOI(717-118710)	0.00	
December-21	3 YD & 4 YD FEL COMPACTOR	7	\$ 3,858.92
December-21	5 YD & 6 YD FEL	367	\$ 42,816.29
December-21	6 YD FEL COMPACTOR	9	\$ 3,482.49
December-21	8 YD FEL	189	\$ 30,228.47
December-21	8 YD FEL COMPACTOR	7	\$ 2,599.63
December-21	COMMERCIAL RENTAL CHARGES	14	\$ 1,971.95
December-21	ROLL OFF CHARGES	73	\$ 16,210.11
December-21	DELIVERY/LOCKBAR/EXCHANGES	2	\$ 278.70
December-21	SNAPSHOT CHARGES	203	\$ 5,088.66
December-21	COMPACTOR REPAIR	0.00	\$ -
December-21	EXTRA PICK UPS	23	\$ 1,955.93
December-21	SPECIAL EVENT CHARGES		
December-21	SATURDAY DISPOSAL CHARGES	36.12	\$863.63
	ADDITIONAL CHARGES AND ADJS		
	Credit for carts at 2401 Plymouth		\$ (684.14)

CURRENT INVOICE TOTAL:	\$ 153,159.50
ADJUSTMENTS:	
PAST DUE:	\$ -
TOTAL BALANCE DUE:	\$ 153,159.50

Questions concerning this invoice?
 Contact: Brian Conaway
 248-640-8754

PAY THIS AMOUNT

Please use your account number on your remittance. Thank you!

MAIL PAYMENT TO:
 WASTE MANAGEMENT OF MICHIGAN
 PO BOX 4647
 CAROL STREAM, IL 60197-4647



INVOICE

BILL TO:
 CITY OF ANN ARBOR
 AIMEE WINGLE
 301 E HURON ST
 ANN ARBOR, MI 48104-1908

INVOICE DATE 2/2/2022
 CUSTOMER ID 13-37840-53008
 INVOICE NUMBER 8436244-1710
 SERVICE PERIOD January-22
 NET DUE DAYS 25 Days

DATE	DESCRIPTION	QUANTITY	AMOUNT
January-22	96 GAL Toter REL	2	\$ 86.71
January-22	2 YD FEL COMPACTOR	15	\$ 16,441.47
January-22	2 YD FEL	81	\$ 10,172.67
January-22	3 YD & 4 YD FEL	168	\$ 17,877.79
January-22	4 YD REL PER TOI(717-118710)	0.00	
January-22	3 YD & 4 YD FEL COMPACTOR	7	\$ 3,858.92
January-22	5 YD & 6 YD FEL	368	\$ 42,857.30
January-22	6 YD FEL COMPACTOR	9	\$ 3,482.49
January-22	8 YD FEL	188	\$ 29,949.84
January-22	8 YD FEL COMPACTOR	7	\$ 2,599.63
January-22	COMMERCIAL RENTAL CHARGES	15	\$ 2,108.92
January-22	ROLL OFF CHARGES	72	\$ 16,300.22
January-22	DELIVERY/LOCKBAR/EXCHANGES	4	\$ 371.60
January-22	SNAPSHOT CHARGES	202	\$ 5,005.56
January-22	COMPACTOR REPAIR	0.00	\$ -
January-22	EXTRA PICK UPS	8	\$ 594.56
January-22	SPECIAL EVENT CHARGES		
January-22	SATURDAY DISPOSAL CHARGES	48.16	\$1,151.51
	ADDITIONAL CHARGES AND ADJS		(\$116.97)
CURRENT INVOICE TOTAL:			\$ 152,742.22
ADJUSTMENTS:			
PAST DUE:			
TOTAL BALANCE DUE:			\$ 152,742.22

Questions concerning this invoice?
 Contact: Brian Conaway
 248-640-8754

Please use your account number
 on your remittance. Thank you!

MAIL PAYMENT TO:
 WASTE MANAGEMENT OF MICHIGAN
 PO BOX 4647
 CAROL STREAM, IL 60197-4647

**PAY THIS
 AMOUNT**



INVOICE

BILL TO:
 CITY OF ANN ARBOR
 AIMEE WINGLE
 301 E HURON ST
 ANN ARBOR, MI 48104-1908

INVOICE DATE 3/2/2022
 CUSTOMER ID 13-37840-53008
 INVOICE NUMBER 8436990-1710
 SERVICE PERIOD February-22
 NET DUE DAYS 25 Days

DATE	DESCRIPTION	QUANTITY	AMOUNT
February-22	96 GAL Toter REL	2	\$ 86.71
February-22	2 YD FEL COMPACTOR	15	\$ 16,441.47
February-22	2 YD FEL	79	\$ 10,000.31
February-22	3 YD & 4 YD FEL	167	\$ 17,891.64
February-22	4 YD REL PER TOI(717-118710)	0.00	
February-22	3 YD & 4 YD FEL COMPACTOR	7	\$ 3,858.92
February-22	5 YD & 6 YD FEL	367	\$ 42,643.38
February-22	6 YD FEL COMPACTOR	9	\$ 3,482.49
February-22	8 YD FEL	188	\$ 29,869.00
February-22	8 YD FEL COMPACTOR	7	\$ 2,680.41
February-22	COMMERCIAL RENTAL CHARGES	16	\$ 2,148.04
February-22	ROLL OFF CHARGES	60	\$ 12,300.10
February-22	DELIVERY/LOCKBAR/EXCHANGES	4	\$ 371.60
February-22	SNAPSHOT CHARGES	229	\$ 5,674.62
February-22	COMPACTOR REPAIR	0.00	\$ -
February-22	EXTRA PICK UPS	19	\$ 1,412.08
February-22	SPECIAL EVENT CHARGES		
February-22	SATURDAY DISPOSAL CHARGES	48.16	\$1,151.51
	ADDITIONAL CHARGES AND ADJS		(\$394.28)

CURRENT INVOICE TOTAL:	\$ 149,618.00
ADJUSTMENTS:	
PAST DUE:	
TOTAL BALANCE DUE:	\$ 149,618.00

Questions concerning this invoice?
 Contact: Brian Conaway
 248-640-8754

PAY THIS AMOUNT

Please use your account number on your remittance. Thank you!

MAIL PAYMENT TO:
 WASTE MANAGEMENT OF MICHIGAN
 PO BOX 4647
 CAROL STREAM, IL 60197-4647



INVOICE

BILL TO:
 CITY OF ANN ARBOR
 AIMEE WINGLE
 301 E HURON ST
 ANN ARBOR, MI 48104-1908

INVOICE DATE 4/1/2022
 CUSTOMER ID 13-37840-53008
 INVOICE NUMBER 8437853-1710
 SERVICE PERIOD March-22
 NET DUE DAYS 25 Days

DATE	DESCRIPTION	QUANTITY	AMOUNT
March-22	96 GAL Toter REL	2	\$ 86.71
March-22	2 YD FEL COMPACTOR	15	\$ 16,441.47
March-22	2 YD FEL	80	\$ 10,445.47
March-22	3 YD & 4 YD FEL	169	\$ 17,927.33
March-22	4 YD REL PER TOI(717-118710)	0.00	
March-22	3 YD & 4 YD FEL COMPACTOR	7	\$ 3,858.92
March-22	5 YD & 6 YD FEL	369	\$ 42,170.50
March-22	6 YD FEL COMPACTOR	9	\$ 3,482.49
March-22	8 YD FEL	188	\$ 30,022.00
March-22	8 YD FEL COMPACTOR	7	\$ 2,680.41
March-22	COMMERCIAL RENTAL CHARGES	15	\$ 2,109.56
March-22	ROLL OFF CHARGES	66	\$ 14,737.91
March-22	DELIVERY/LOCKBAR/EXCHANGES	6	\$ 557.40
March-22	SNAPSHOT CHARGES	217	\$ 5,377.26
March-22	COMPACTOR REPAIR	0.00	\$ -
March-22	EXTRA PICK UPS	9	\$ 668.88
March-22	SPECIAL EVENT CHARGES		
March-22	SATURDAY DISPOSAL CHARGES	48.16	\$1,151.51
	ADDITIONAL CHARGES AND ADJS		(\$261.99)

CURRENT INVOICE TOTAL:	\$ 151,455.83
ADJUSTMENTS:	
PAST DUE:	
TOTAL BALANCE DUE:	\$ 151,455.83

Questions concerning this invoice?
 Contact: Brian Conaway
 248-640-8754

PAY THIS AMOUNT

Please use your account number on your remittance. Thank you!

MAIL PAYMENT TO:
 WASTE MANAGEMENT OF MICHIGAN
 PO BOX 4647
 CAROL STREAM, IL 60197-4647



INVOICE

BILL TO:
 CITY OF ANN ARBOR
 AIMEE WINGLE
 301 E HURON ST
 ANN ARBOR, MI 48104-1908

INVOICE DATE 6/1/2022
 CUSTOMER ID 13-37840-53008
 INVOICE NUMBER 8439492-1710
 SERVICE PERIOD May-22
 NET DUE DAYS 25 Days

DATE	DESCRIPTION	QUANTITY	AMOUNT
May-22	96 GAL TOTES REL	2	\$ 86.71
May-22	2 YD FEL COMPACTOR	16	\$ 17,111.55
May-22	2 YD FEL	79	\$ 9,447.49
May-22	3 YD & 4 YD FEL	168	\$ 18,267.26
May-22	4 YD REL PER TOI(717-118710)	0.00	
May-22	3 YD & 4 YD FEL COMPACTOR	7	\$ 3,858.92
May-22	5 YD & 6 YD FEL	370	\$ 42,818.85
May-22	6 YD FEL COMPACTOR	9	\$ 3,482.49
May-22	8 YD FEL	191	\$ 29,845.47
May-22	8 YD FEL COMPACTOR	7	\$ 2,841.97
May-22	COMMERCIAL RENTAL CHARGES	16	\$ 2,137.92
May-22	ROLL OFF CHARGES	71	\$ 14,555.77
May-22	DELIVERY/LOCKBAR/EXCHANGES	4	\$ 371.60
May-22	SNAPSHOT CHARGES	219	\$ 5,426.82
May-22	COMPACTOR REPAIR	0.00	\$ -
May-22	EXTRA PICK UPS	28	\$ 2,255.96
May-22	SPECIAL EVENT CHARGES		
May-22	SATURDAY DISPOSAL CHARGES	48.16	\$1,151.51
	ADDITIONAL CHARGES AND ADJS		

CURRENT INVOICE TOTAL:	\$ 153,660.29
ADJUSTMENTS:	\$ (380.56)
PAST DUE:	
TOTAL BALANCE DUE:	\$ 153,279.73

Questions concerning this invoice?
 Contact: Brian Conaway
 248-640-8754

PAY THIS AMOUNT

Please use your account number on your remittance. Thank you!

MAIL PAYMENT TO:
 WASTE MANAGEMENT OF MICHIGAN
 PO BOX 4647
 CAROL STREAM, IL 60197-4647