



# CITY of NOVI CITY COUNCIL

**Agenda Item 3**  
**May 23, 2016**

**SUBJECT:** Approval of the contract for Collection of Solid Waste, Recycling & Yard Waste and Other Services to Waste Management Inc. for a period of five (5) years beginning July 1, 2016 and expiring on June 30, 2021 with a three (3) year extension option, with Homeowners provided a 64-gallon recycling cart and 96-gallon trash cart. First year cost would be \$159.00. Subject to final review and approval of form of agreement by City Manager's office and the City Attorney.

**SUBMITTING DEPARTMENT:** City Manager's

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

On July 27, 2015 the Novi City Council approved Ordinance No. 15-184, setting forth the directive to transition the community to one solid waste hauler collection contract. Several factors led to City Council approving the ordinance; too many haulers on the road every week and the addition of a new hauler who generated a significant negative response from numerous community members. A public meeting on the concept was held on November 23, 2015 to gather input from the community regarding what provisions and services they desired in a request for proposal (RFP). Later in 2015, City Administration advertised an RFP, which asked all bidders to provide pricing for three different levels of service. The City received five (5) responses. The City Staff evaluation team reviewed the proposals, concluded that Waste Management (WM) had the most comprehensive and lowest bid, and recommended that the City enter into a contract with WM. The Consultant Review Committee reviewed this recommendation, and also recommended that City Council enter into a contract with WM.

The option being recommended for City Council's consideration, as it pertains to single family homes, is the third alternate in the WM bid. Homeowners are provided a 64-gallon recycling cart and 96-gallon trash cart. Residents can set out additional bags/containers for collection as well. First year cost would be **\$159.00**



Residents will still be able to enjoy weekly yard waste collection from April to November and no additional cost for bulk item pick up.

Additionally WM has also offered another fee structure for condominium units. Condominium contracts usually are for trash only (and sometimes recycling) with no need for yard waste collection as, in most cases, the grounds are cared for by the management company and included in homeowner association fees. WM has offered two options that each individual association, collectively, can decide they would prefer:

Resident provided trash container

**Trash Only** Service per Unit per Month - \$9.15

**Trash and Recycling Service** per Unit per Month - \$10.40

Contractually provided containers

64-gallon recycling cart and 96-gallon refuse cart per unit per month - \$11.77

96-gallon trash cart with no recycling per unit per month - \$10.52

As stipulated in the aforementioned ordinance approved by City Council, the City Manager can decide if a condo development can opt out of the City contract. If the contract is approved, City Administration will continue to diligently work with condominium HOA's to evaluate if their community should fall under the City's umbrella contract.

If approved a robust and aggressive public information campaign will commence with the intent of a July one start date. As City Administration has consistently stated, and as outlined in the ordinance, all contracts with a current waste hauler will be honored until expiration.

Later in the agenda, City Council will consider an agreement with the Recycling Resource Recovery Authority for South Oakland County (RRRASOC), the entity that will receive and process the community's residential recyclable materials. The City of Novi has been a member of RRRASOC for quite some time as they process the materials collected from the Community's recycling center.

**RECOMMENDED ACTION:** Approval of the contract for Collection of Solid Waste, Recycling & Yard Waste and Other Services to Waste Management Inc. for a period of five (5) years beginning July 1, 2016 and expiring on June 30, 2021 with a three (3) year extension option, with Homeowners provided a 64-gallon recycling cart and 96-gallon trash cart. First annual cost would be \$159.00. Subject to final review and approval of form of agreement by City Manager's office and the City Attorney.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Burke</b>				
<b>Council Member Casey</b>				

	1	2	Y	N
<b>Council Member Markham</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

# City of Novi

## Solid Waste Contract Provisions

### May 2016

- "Acceptable Waste" must be either placed in provided Waste Management carts or "contained in refuse bags," and "placed in resident provided containers of substantial construction with tight fitting lids and lifting handles not to exceed 35 gallons in size and no more than 60 pounds."
- "Bulky" items will be accepted so long as they do not exceed 5' in length.
- Recycling must be placed in the 64 gallon recycling cart provided by Waste Management. WM maintains ownership of the cart, and is responsible for the maintenance of the cart. Any damaged carts will be replaced within 24 hours.
- Tree branches greater than 4 inches in diameter and 4 feet in length and stumps are considered "unacceptable" waste. Other unacceptable waste includes items that are too large or too heavy to be contained within a 35 gallon WM approved container. The resident that generated the unacceptable waste retains title to, and liability for the items at all times.
- Yard waste can mean:
  - grass clippings,
  - leaves,
  - small twigs,
  - prunings,
  - shrub clippings,
  - garden materials,
  - old potting soil,
  - pumpkins,
  - dirt incidental to minor plantings or edging of lawns,
  - brush, branches,
  - tree trimmings,
  - small shrubs with dirt ball removed, and
  - any other material defined by law as yard clippings.
  - Yard waste doesn't include tree limbs or branches greater than 4" in diameter, longer than 4' in length tied or secured with string or twine in bundles no longer than 18" in diameter and weighing in excess of 60 pounds. Such material is collected by regular refuse collection unless prohibited by law.
- **The term** of the contract is 5 years, commencing on July 1 2016. The contract may be extended for a single 3 year term upon mutual agreement.
- All collection (acceptable waste, recycling, and yard waste) occurs no earlier than 7:00 A.M. All waste must be placed curbside no later than 7:00 A.M. on the

scheduled day of collection. Recycling is collected once per week. Yard waste is collected once per week from the first collection day in April through the Friday of the last week in November.

- Service is not provided on:
  - New Year's Day,
  - Memorial Day,
  - Independence Day,
  - Labor Day,
  - Thanksgiving Day, and
  - Christmas Day.
  - If one of these designated holidays falls on a regular service day, the service will be performed the next day, including Saturday.
  
- WM replaces any cart that is damaged or destroyed during service provision, or that becomes unusable because of ordinary wear and tear, at no cost to the City or the individual. If a cart in the possession of a resident is lost, stolen, or damaged, through no fault of WM, the occupant is responsible to pay fair market value for a replacement. The residential unit is billed separately for the cost.

**City of Novi**  
**Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement**

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THIS AGREEMENT, is made and entered into this \_\_\_\_\_, 2016, by and between the City of Novi, 45175 Ten Mile Road, Novi, MI 48375 (hereinafter called "CITY"), and Waste Management of Michigan, Inc., with offices located at 48797 Alpha Drive, Suite 150, Wixom, MI 49393 (hereinafter called "Contractor").

**WITNESSETH:**

WHEREAS, the CITY, through cooperation with the Resource Recovery and Recycling Authority of Southwest Oakland County ("RRRASOC"), 20000 W. Eight Mile Rd., Southfield, MI 48075, has requested proposals from qualified companies interested in performing solid waste, yard waste and recycling collection and disposal services for the CITY; and

WHEREAS, the proposal of the CONTRACTOR has been received, reviewed and determined by the CITY to be the most responsive proposal, offering the best value for the estimated cost of the services; and

WHEREAS, representatives of the CITY and the CONTRACTOR have met to negotiate the detailed terms of this agreement contained herein; and

WHEREAS, the CITY desires to contract for the services and; and

WHEREAS, the CONTRACTOR is willing to provide those services;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. **GENERAL PROVISIONS:** The general provisions of this Agreement shall be in accordance with Attachment A: "General Provisions" (incorporated herein to this Agreement).
2. **CONTRACTOR'S OBLIGATIONS:** The services to be provided by the CONTRACTOR are detailed in Attachment B: "Contractors Service Specifications" (incorporated herein to this Agreement).
3. **TERM / TERMINATION OF THE CONTRACT**
  - A. **Five (5) Year Term:** The initial term of this Agreement for services shall be for five (5) years. The initial term shall begin July 1, 2016 and expire June 30, 2021.
  - B. **Extension by Mutual Agreement:** Upon mutual agreement of the parties, the Agreement may be extended for an additional three (3) years. The CITY or the CONTRACTOR shall give written notice of its intention or desire to extend the Agreement to the other party no later than one hundred eighty (180) days prior to the expiration of the initial term.
  - C. **Termination of the Agreement by the CITY:** The CITY may, after giving the CONTRACTOR and the surety one hundred and eighty (180) days written notice and to the extent permitted by laws and regulations, terminate the contract, if the City decides to eliminate its solid waste program and does not allocate funds to the program. The CITY may, after giving the CONTRACTOR and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the Agreement if the CONTRACTOR:
    1. **Fails to Perform** the required work as specified in this Agreement as determined by the CITY, and fails to correct the deficiency within thirty (30) days after receiving written notice from the CITY; provided, however, that in the event that the CITY has elected to impose a liquidated damage for an item of work not performed or improperly performed by the CONTRACTOR, that specific item of work shall not form a basis for termination under this section;

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**Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement**

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2. Materially Violates any municipal, local, state or federal law, rule, regulation, ordinance, or specification in performance of this Agreement;
3. Files for Bankruptcy or Insolvency. If the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
4. If a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under other federal or state law in effect at the time relating to bankruptcy or insolvency; or
5. Assigns this Agreement or any portion thereof in violation of this Agreement.

**4. COMPENSATION**

- A. **Monthly Invoices:** The CONTRACTOR shall submit monthly invoice statements for payments for services rendered, said statements to be submitted to the CITY. A duplicate copy of each statement shall be provided to RRRASOC.
- B. **Service Components:** Monthly invoices shall be in a form as specified in Attachment C "Contractor's Compensation" (incorporated herein to this Agreement).
- C. **Payment for Services:** The CITY shall pay the CONTRACTOR for services rendered as invoiced within 30 days upon receipt of the invoice and upon successful completion of all services required, including, but not limited to, the Monthly Service Report as specified in Attachment B.
- D. **Taxes:** The CONTRACTOR shall pay all Federal, State, and local taxes including, but not limited to, property taxes, sales taxes, social security taxes, income taxes, and fees, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this contract, except for: (1) additional fees that are imposed upon the CONTRACTOR by Federal or State legislation enacted following the Effective Date, and (2) exceptions otherwise noted.

**5. LEGAL AND INSURANCE REQUIREMENTS**

- A. **Responsibility for Waste:** Ownership of acceptable waste shall transfer to the CONTRACTOR at the time that it is loaded into the CONTRACTOR's collection vehicles.
- B. **Indemnification:** To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the CITY may suffer or for which it may be held liable, arising out of or resulting from the CONTRACTOR's or its agent's or employee's negligent or tortious actions or omissions in the performance of this contract.

This indemnification shall survive the expiration or termination of this Agreement. By entering into this Agreement, the parties do not waive any immunity provided by law.

- C. **Pollution Liability:** To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the CITY may suffer or for which it may be held liable, arising out of or resulting from the death or bodily injuries to any person, destruction or damage to any property, contamination of or

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**Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement**

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adverse effects on the environment, or any violation of governmental laws, regulations or orders resulting from the CONTRACTOR's collection of waste.

This indemnification shall survive the expiration or termination of this Agreement. By entering this contract, the parties do not waive any immunity provided by law.

- D. **Independent Contractor:** The CONTRACTOR shall be deemed an independent contractor, and not an employee of the CITY. Any and all employees, members or associates of the CONTRACTOR or other persons, while engaged in the work or services required to be performed by the CONTRACTOR, shall not be considered employees of the CITY. Any and all claims that might arise on behalf of employees of the CONTRACTOR or other persons as a consequence of any act or omission on the part of said employees of the CONTRACTOR shall in no way be the obligation or responsibility of the CITY. The CONTRACTOR fully understands all consequences, financial and legal, of the status of an independent contractor.
- E. **CONTRACTOR Performance Bond:** The CONTRACTOR will be required to furnish financial assurance to compensate the CITY for losses that may be incurred in the event the CONTRACTOR fails to faithfully perform the CONTRACTOR's obligations under this Agreement. Said financial assurance shall be equal to one fourth of the amount of the annual total contract price and shall take the form of a corporate surety bond, or other financial assurance deemed acceptable by the CITY. Said financial assurance shall stay in effect throughout the contract period. The bond shall be with a surety licensed and admitted to do business in the State of Michigan and in a form acceptable to the CITY.

Annual contract price, for purposes of this performance bond, shall be based on estimates derived by the CITY for the first year and actual contract payments for subsequent years.

- F. **Insurance Requirements:** The CONTRACTOR shall submit a Certificate of Insurance meeting the minimum limits of liabilities as outlined prior to the execution of this Agreement. All insurance carriers must be acceptable to the CITY and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal. The CONTRACTOR shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the CONTRACTOR to maintain the required insurance shall be grounds for cancellation of this Agreement.

1. **Workers' Compensation Insurance:** The CONTRACTOR shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance and Motor Vehicle Insurance:** The CONTRACTOR shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance and Motor Vehicle Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000.00 (two million dollars) per occurrence, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; and (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "the City of Novi, all elected and appointed officials, all employees and volunteers." This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
4. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an

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endorsement stating the following. "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of Novi, 45175 Ten Mile Road, Novi, MI 48375."

If any of the above coverages expire during the term of the contract, the CONTRACTOR shall deliver renewal certificates and/or policies to the CITY at least ten (10) days prior to the expiration date.

- G. **Non-Discrimination:** The CONTRACTOR agrees that it shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, sex, marital status, national origin, disability or public assistance.
- H. **Assignment and Subcontracting:** The CONTRACTOR shall not delegate or assign the Agreement, or any part thereof, to an unaffiliated entity, nor shall the CONTRACTOR subcontract this Agreement or any part thereof without the prior written approval of the CITY, which shall not be unreasonably withheld.

The CONTRACTOR may not assign any parts of this Agreement via sale, merger or acquisition of the CONTRACTOR's company without the prior written approval of the CITY, which shall not be unreasonably withheld.

- I. **Compliance with All Laws, Rules, Regulations and Licensing Requirements:** The CONTRACTOR shall comply with all municipal, county, state and federal laws, regulations, ordinances and specifications.
- J. **Liquidated Damages:** The CITY and the CONTRACTOR agree, in addition to any other remedies available to the CITY, the CITY may impose the amounts specified below as liquidated damages for failure of the CONTRACTOR to fulfill its obligations as determined by the CITY. The CITY shall have authority to deduct the amounts specified herein from payments due the CONTRACTOR.
1. Failure to clean up spilled refuse:  
    \$100.00 for each incident.
  2. Failure to clean vehicle, conveyances, containers, docks, yards, shops, and other equipment as provided in the specifications:  
    \$100.00 for each incident.
  3. Failure to complete all routine pickups by 6:00 p.m. on the scheduled day:  
    \$100.00 for each incident, with each late pickup as a separate incident.
  4. Failure to collect solid waste, recyclables, and yard waste within 24 hours after notification of a complaint:  
    \$100.00 for each incident.
  5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by the CITY:  
    \$500.00 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the CONTRACTOR would default. Liquidated damages shall not be initiated for violations that occur due to events beyond the CONTRACTOR's control. In the event the CONTRACTOR does default or otherwise abandon the scope of services, the CITY reserves the right to collect from the CONTRACTOR or its surety, in addition to the liquidated damages, the actual damages incurred by the CITY as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the CITY and deductions made from the payment each month to the CONTRACTOR. The decision of the CITY in the



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matter will be binding. The CONTRACTOR may at its option initiate the dispute resolution process included in this service agreement.

- K. **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 contract. 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 a fact finding opportunity to identify the issue, clarify the problem, review the applicable contract provisions 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 thirty (30) days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. Nothing in this section shall be construed or implied to reduce, eliminate or otherwise affect the rights of the CITY or the CONTRACTOR to use any and all other means of legal remedies.
- L. **Contact Persons for Legal Notices:** The CONTRACTOR identifies Brian Conaway, Waste Management of Michigan, Inc., 48797 Alpha Drive, Suite 150, Wixom, MI 49393, to receive all notices and communications on behalf of the CONTRACTOR with regard to this Agreement. Written notice required to be provided to the CITY pursuant to this Agreement shall be provided to City of Novi, c/o Pete Auger, City Manager, 45175 W. Ten Mile Rd., Novi, MI 48375.
- M. **Performance:** The CONTRACTOR shall see that all work done pursuant to this Agreement is accomplished with work forces and equipment which are adequate to insure the satisfactory transportation of said materials at all times. Either Party may be excused from performance under this agreement by reason of an event defined herein as Force Majeure which is outside of the Party's control and cannot be avoided by the exercise of due care.
- N. **Conflict of Interest:** Neither the CONTRACTOR nor its employees presently have, nor shall they acquire interest, direct or indirect, in this Agreement in any manner forbidden by law. No CITY official shall be directly or indirectly interested in this Agreement.
- O. **Severability:** This Agreement is subject to the laws of the United States of America, the State of Michigan, and the Ordinances of the City of Novi. In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Agreement shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Agreement.
- P. **Governing Law:** This Agreement shall be deemed to be a contract made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan applicable to contracts wholly to be performed therein.
- Q. **Modification:** Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the CITY and the CONTRACTOR and attached to this Agreement.
- R. **Representation:** The CITY and the CONTRACTOR each represent to the other that, by their respective execution of this Agreement, they have obtained all necessary consents and approvals required for their respective execution and performance thereof.
- S. **Integration:** The Parties agree that the entire Agreement between the Parties is contained herein and that this Agreement, including any and all exhibits attached hereto, supersede all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the CONTRACTOR and the CITY or either of them relating to the subject matter hereof.



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**Attachment A**

**GENERAL PROVISIONS**

**1.1 Term**

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The initial term of this Agreement is for five (5) years commencing on July 1, 2016, and ending June 30, 2021. Upon mutual agreement of the parties, the Agreement may be extended an additional three (3) years. The CITY or the CONTRACTOR shall give written notice of its intention or desire to extend the Agreement to the other party no later than one hundred eighty (180) days prior to the expiration of the initial term.

**1.2 Customer Communications and Complaint Handling Procedure**

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The CONTRACTOR shall designate and dedicate a Manager to supervise all work and operations to be performed under this Agreement. Said manager shall have substantial experience in the management and operation of refuse collection and recycling systems for a similar size service area.

The CONTRACTOR shall have at least one (1) full-time Field Supervisor, exclusively assigned to and approved by the CITY. The Field Supervisor shall familiarize him/herself with all service stops under this Agreement. The Field Supervisor shall make at least one daily in-person check with the CITY to assure pick-ups are made as scheduled, and to review any open complaints.

The CONTRACTOR shall maintain an office for the administration and receipt of customer service calls and complaints. Such office shall be open and available for such calls Monday through Friday of each week from 7:00 a.m. to 6:00 p.m., local time. Such office shall contain a local telephone number available to receive all service complaints, which shall be logged. The CONTRACTOR shall provide at least one (1) full-time customer service representative in said office during all hours of operation to take care of complaints, receive orders for special pickup service, or to receive instructions. The customer service representative will be housed at a CITY facility for six (6) months at the beginning of the Agreement.

The Field Supervisor will generally have until the end of the day to resolve complaints, with a maximum time limit of twenty-four (24) hours from the receipt of the complaint. The complaint resolution action will be logged no later than the next business day. Any complaint not closed out during the required period will be noted and reviewed by the CITY, or its designee, to determine if liquidated damages are appropriate.

A written monthly report must be supplied to the CITY, or made accessible in a compatible electronic format, via email or Internet, indicating the complaints and special requests made to the CONTRACTOR. Further, the CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the CITY.

The CONTRACTOR shall ensure that the Field Supervisor is equipped with a fully functional cellular telephone by which the CITY may contact the Field Supervisor during business hours regarding, but limited to, complaints and special pickups.

**1.3 Service Standards**

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The CONTRACTOR shall provide complete service for each day's route as scheduled. The CONTRACTOR shall not commence collection in residential areas prior to 7:00 a.m. and shall be completed by 6:00 p.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

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The CONTRACTOR shall pick-up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom, shovel and suitable absorbent material for use in cleaning up any spilled debris or material from city streets, sidewalks, or residential property when said spillage is caused by the CONTRACTOR. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants.

The CITY shall cooperate in requiring residents to provide and maintain suitable containers. The CONTRACTOR shall exercise care in the handling of containers, making certain that containers are emptied completely. The CONTRACTOR must replace containers in an erect position with the lids replaced thereon, or adjacent thereto. In the event the CONTRACTOR damages a resident's container(s), the CONTRACTOR shall be responsible to replace said container(s) with one of equivalent value at the CONTRACTOR's expense and within forty-eight (48) hours, excluding non-business days.

Adverse weather shall not be considered reason for not providing services unless approved by the CITY, which shall be not be unreasonably withheld. When adverse weather conditions exist, the CONTRACTOR shall notify the CITY if the continuation of service jeopardizes the safety of employees.

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. The CONTRACTOR shall furnish employees with uniforms, which shall always be as neat and clean as circumstances permit. The CONTRACTOR shall inform the CITY of all employee training programs related to customer relations, services, and safety issues.

At no time shall the CONTRACTOR's employees solicit, request or receive gratuities of any kind. The CONTRACTOR shall direct its employees to avoid loud and/or profane language and/or loud music at all times during the performance of their duties. Any employee of the CONTRACTOR who engages in misconduct or is incompetent or negligent in the proper performance of their duties, or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the CONTRACTOR.

The CITY may request the dismissal or removal of any employee of the CONTRACTOR who violates the provisions hereto, or who is wantonly negligent or discourteous in the performance of their duties.

The CONTRACTOR's employees shall not trespass or loiter, cross property to adjoining premises, or meddle or tamper with private or public property, and generally shall in all situations respect private property rights and privacy.

The CONTRACTOR, its employees and agents shall at all times exercise a high degree of care to prevent damage to carts, lids and other personal property of the CITY's residents; deal with residents in a professional and courteous manner; and immediately clean up rubbish or refuse spilled by the workers at pick up sites.

**1.3.1 Field Rules and Regulations**

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The CONTRACTOR, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the CITY may promulgate from time to time:

1. All refuse spilled by the CONTRACTOR, or any spilled refuse caused by wind, animals, etc., shall be picked up by the CONTRACTOR in the course of its regularly scheduled pick-up.
2. Containers must be put back in approximately the place from where they were picked up.
3. Container lids shall be replaced on containers or must be neatly placed next to containers and not scattered.

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4. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by CONTRACTOR at the CONTRACTOR's expense.
5. Collection crews shall neither consume controlled substances nor drink alcoholic beverages nor accept remuneration of any kind from residents while performing services under this Agreement. Violation of this rule shall be cause for dismissal of the employee when requested by the CITY.
7. The CITY expressly reserves the right to make additional reasonable rules and regulations in writing, by which the CONTRACTOR shall abide upon reasonable notice.

**1.4 DETERMINATION OF RESIDENTIAL UNITS SERVICED**

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For the purposes of responding to this proposal, the number of residential units expected to be provided with curbside collection services for solid waste, recycling, and yard waste is as indicated in Section 1.1.2 of the Request for Proposals issued by the CITY on December 9, 2015, including addenda, unless otherwise specified and agreed to by both the CONTRACTOR and the CITY. The CITY shall provide the CONTRACTOR with a list identifying the addresses of the homes to be serviced upon request.

For billing purposes prior to the initiation of service, the CONTRACTOR and the CITY will jointly complete and agree on a total unit count for each service type and for each route day. Any changes to route days shall be determined by mutual agreement between the CITY and the CONTRACTOR.

At the time such a unit count becomes documented, the number of residential units serviced for billing purposes shall be updated monthly by 1) adding the number of occupancy permits for residential structures with single-family residential structures that require curbside refuse service as issued by the CITY's Building Department; and 2) deleting the number of completed demolition permits for single-family residential structures issued by that Building Department; or in another manner deemed acceptable by the CONTRACTOR and the CITY.

**1.4.1 ADDITIONS AND DELETIONS**

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The CONTRACTOR shall extend service for additional units occupied after service begins pursuant to this Agreement in a period of time jointly decided by the CONTRACTOR and the CITY in order to provide the best possible service to the CITY's residents. The CITY may increase the number of locations, but will not be limited to the present number nor be required to make any additions. The CONTRACTOR shall also delete service as directed by the CITY. The total units collected, for which the CONTRACTOR will be paid, will be adjusted monthly to reflect additions and deletions.

**1.5 COLLECTION AND DISPOSAL OF SOLID WASTE ON SUNDAY**

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The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by the CITY. The CONTRACTOR shall not utilize Sundays as a designated collection day in the Schedule of Operations.

**1.6 HOLIDAYS**

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The CONTRACTOR shall honor only the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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**1.7 VEHICLES AND EQUIPMENT**

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The CONTRACTOR shall provide adequate and sufficient garages, shops, and yards to provide all-weather year round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the CONTRACTOR shall be kept and maintained in sanitary condition, in good repair, and free of visual defects, such as but not limited to, rust or body damage. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair, and appearance, and subject to approval or rejection by the CITY at any time.

The CONTRACTOR shall not use the CITY's name or other words implying ownership on stationery, vehicles or equipment.

The CONTRACTOR shall not use or permit any vehicle assigned to the performance of this Agreement to make any non-contract related collections while performing collections within the CITY unless approved in advance by the CITY.

All vehicles and equipment used in collection and transportation of refuse, recyclables, bulky items and yard waste within the CITY shall be of sufficient size, capacity, and number to adequately and efficiently collect these items in accordance with the terms of this Agreement, including under special or unique circumstances.

**1.8 DAMAGE TO PROPERTY**

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The CONTRACTOR shall be responsible for all damage incidental to the work to be performed under this Agreement that the CONTRACTOR causes to streets, trees, landscaping, driveways, buildings, sidewalks, personal property, or other structures and facilities. It shall also be the CONTRACTOR's responsibility to repair, restore, or replace trees, shrubs and turf damaged by its work. Repairs are to be made within five (5) business days of the damage, using professional services, unless the damage is extensive and more time is reasonably required. If repairs cannot be made during the winter season, then such repairs shall be made no later than the end of the following month of May. Repair materials may be stored on site at a location approved by the homeowner or the CITY. Planking of drives and parking lots may be required by the CITY to prevent damage to those areas by the CONTRACTOR's equipment, materials and stockpiles when making the repairs. Refuse and recycling containers damaged as part of snow plowing operations will be repaired or replaced by the CONTRACTOR at no cost to the CITY.

**1.9 LIQUIDATED DAMAGES**

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The CITY shall notify the CONTRACTOR for each violation of the Agreement reported to the CITY. It shall be the duty of the CONTRACTOR to log such City-reported complaints and take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification, regardless if a weekend or holiday occurs in that 24-hour period. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this Agreement. For the purpose of computing damages under the provisions of this section, it is agreed that the CITY shall have authority to deduct from payments due the CONTRACTOR, the following amount as liquidated damages:

1. Failure to clean up spilled refuse:  
\$100.00 for each incident.
2. Failure to clean vehicle, conveyances, containers, docks, yards, shops, and other equipment as provided in the specifications:  
\$100.00 for each incident.

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3. Failure to complete all routine pickups by 6:00 p.m. on the scheduled day:  
\$100.00 for each incident with each late pickup as a separate incident.
4. Failure to collect solid waste, recyclables, and yard waste within 24 hours after notification of a complaint:  
\$100.00 for each incident.
5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by the CITY:  
\$500.00 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the CONTRACTOR would default. Liquidated damages shall not be initiated in for violations that occur due to events beyond the CONTRACTOR's control. In the event the CONTRACTOR does default or otherwise abandon the scope of services, the CITY reserves the right to collect from the CONTRACTOR or its surety, in addition to the liquidated damages, the actual damages incurred by the CITY as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the CITY and deductions made from the payment each month to the CONTRACTOR. The decision of the CITY in the matter will be binding. The CONTRACTOR may at its option initiate the dispute resolution process included in this service agreement.

**1.10 ESCALATOR CLAUSE FOR CONTRACT PRICE ADJUSTMENTS**

For services other than residential curbside service, the contract price schedule shall be reviewed and revised in June of each contract year and extension period, if any, in accordance with the most recent full calendar year annual percentage increase or decrease in the referenced annual Consumer Price Index escalator, and the contract price shall be established for the next contract year beginning on July 1, following the June evaluation. No other changes in contract prices are permitted, except as may be authorized by this Agreement.

The referenced Consumer Price Index shall be the Consumer Price Index - All Urban Consumers for the U.S. city average area (water and sewer and trash collection services), base period December 1997=100, as published by the Bureau of Labor Statistics, U.S. Department of Labor. However, the absolute percentage change in the indexed rate may not be increased more than two percent (2%) per year.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available shall be substituted.

No variable fees (i.e., fuel recovery fees, recycling commodity fees, etc.) are included in this Agreement.

**1.11 BASIS AND METHOD OF PAYMENT**

The CONTRACTOR shall be paid for services rendered under the terms of the Contract, within a reasonable time (normally 30 days) after completion of the work at month end, and receipt and approval by the CITY of the itemized billing showing the fees earned for the previous month. The amount remitted to the CONTRACTOR by the CITY shall be the number of units serviced times the rate agreed upon in the Agreement for each unit, less any liquidated damages assessed for that period.

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**1.12 DISPOSAL OF SOLID WASTE AND OTHER MATERIALS**

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The CITY specifically reserves the right to direct the yard waste and recyclables collected under these provisions to a specific state approved disposal facility or, if appropriate, to an approved collection site, recycling facility or compost facility, upon agreement by the CONTRACTOR, which shall not be unreasonably withheld. The CITY retains the right to terminate the contract, on ninety (90) days written notice, if the CONTRACTOR does not comply with the direction of yard waste or recyclables as set forth. Should the CITY exercise its right to direct material to specific facilities, the CITY shall pay the disposal fees directly to such facilities, unless otherwise specified, as well as any documented transportation costs.

**1.13 ACCESS**

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The CONTRACTOR will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The CONTRACTOR, however, will be required to notify the CITY of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

The CONTRACTOR may be required to pick up waste in an alternate vehicle under circumstances that prohibit the standard collection vehicle from access to a residential unit.

**1.14 PRIVATE DRIVEWAYS**

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The CONTRACTOR shall not be required to enter private driveways. However, within the CITY there exist private roads which may service a number of residential units. The CONTRACTOR shall be responsible to service these residential units along the private roads.

If the CONTRACTOR deems necessary, CONTRACTOR may obtain signed waivers from residents living along private roadways who are responsible for maintenance of said roadways, thereby relieving the CONTRACTOR from responsibility for any damage done to the private roadways under normal operations.

If waivers are deemed necessary by the CONTRACTOR, the CONTRACTOR is responsible for obtaining both prior approval of the waivers by the CITY and execution of the waivers by the residents.

**1.15 ROUTE SCHEDULE**

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The CONTRACTOR shall propose efficient routes for review by the CITY. Once approved, the CITY shall publish on its website and in other appropriate media the approved routes corresponding to zones of the CITY to be serviced on various days.

The CONTRACTOR may, after the initial six (6) month period, propose changes in the routes or days of collection to the CITY. The proposal shall include a detailed comparison of the cost savings to the CITY that would occur if the proposed changes were implemented. Upon written approval from the CITY, the CONTRACTOR shall, at the CONTRACTOR's expense, send written notice detailing the changes to the affected residential units by U.S. Mail. Said notice shall be posted in the mail not less than ten (10) days prior to the change in the collection service.

**1.16 HAULING**

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All solid waste hauled by the CONTRACTOR shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.



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**1.17 STORMS AND OTHER DISASTERS**

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In case of an unusual storm or other disaster, the CITY may, at its discretion, grant the CONTRACTOR reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the CONTRACTOR shall advise the CITY of the estimated time required before regular schedules and routes can be resumed.

In the event of damage due to storms or other special disposal needs, the CITY may request collection and disposal services (the use of collection vehicles with drivers and laborers to collect materials staged behind the curb or edge of shoulder). The CONTRACTOR shall be compensated at the hourly rates quoted in the CONTRACTOR's proposal form.

**1.18 ADDITIONAL SERVICE**

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The CITY shall not be responsible to the CONTRACTOR for any additional services that fall outside the scope of this Agreement, which are provided by the CONTRACTOR without the request of THE CITY. The CONTRACTOR shall not charge any residents for services provided under the terms of this Agreement contract, unless otherwise specified by the CITY.

**1.19 INFRASTRUCTURE RENOVATION/STREETS BLOCKED BY CONSTRUCTION**

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Periodically, major rehabilitation or reconstruction is necessary to maintain the infrastructure within 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 television.

The CITY will notify the CONTRACTOR in advance of public infrastructure rehabilitation/reconstruction work. If a private utility or other private infrastructure owner notifies the CITY or its designee in advance of these types of activities, the CONTRACTOR will be notified. However, it is not uncommon for work to be initiated without prior notification. In all cases, alternate sanitation service must be provided during this period of disruption. No additional fees shall be payable for services provided under these conditions.

**1.20 PRIVATE AGREEMENTS**

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The CONTRACTOR may, at its option, contract with firms, individuals, or agencies for collection services outside the scope of this Agreement, subject to regulations governing private collectors generally and provided that such operations will not interfere with satisfactorily carrying out the work and obligations of this Agreement. Negotiated rates for collection services provided to cluster housing and attached/detached condominium complexes located in the CITY shall be the same as the current municipal contract unit rate.

**1.21 NON-ASSIGNMENT**

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The CONTRACTOR shall not delegate or assign the Agreement, or any part thereof, to an unaffiliated entity, nor shall the CONTRACTOR sub-contract the Agreement or any part thereof without the prior written approval of the CITY, which shall not be unreasonably withheld. The CONTRACTOR may not assign any parts of this Agreement via sale, merger, or acquisition of the CONTRACTOR's company without the prior written approval of the CITY, which shall not be unreasonably withheld.

**City of Novi**  
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**Attachment B**

**CONTRACTOR'S SERVICE SPECIFICATIONS**

**2.1 Residential Collection Services**

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The CONTRACTOR shall be required to maintain a high level of refuse, recycling, and yard waste collection and disposal services. The CONTRACTOR shall collect, transport and dispose all refuse, recyclables, and yard waste which the resident may desire to have removed weekly. The CONTRACTOR shall collect, transport and dispose all material residents properly place at the curb, unless otherwise specified herein. Residents shall be provided with written instructions and/or explanations by the CONTRACTOR when the CONTRACTOR deems an item or items to be improperly prepared or unsuitable for curbside collection.

**2.1.1 Residential Refuse Collection**

---

The CONTRACTOR shall operate a curbside refuse collection, transportation, and disposal system, which shall result in the removal of all solid waste from all designated residential units and its being transported for disposal to an appropriate solid waste disposal facility, in accordance with all municipal, county, state and federal laws, ordinances, and regulations.

Residential premises include, but is not limited to, single-family residences, residential duplexes, and certain residential condominium units as designated by the City Manager. Residential premises shall not include apartment complexes, mobile homes and those residential condominium units not designated by the City Manager.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, logs, ashes, sod, dirt, rocks, cement, bricks, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than sixty (60) pounds.

Residents will place refuse in the CONTRACTOR-provided refuse cart, refuse bags, or watertight containers of substantial construction with tight fitting lids and lifting handles and not to exceed 35 gallons in size. Refuse placed in cardboard containers and plastic or paper bags shall be considered part of the refuse and shall be collected as part of residential solid waste collection. Total weight of a single container and its contents shall not exceed sixty (60) pounds. Some articles cannot be conveniently placed in containers. Such articles, if within the weight and size limitations, must be handled individually by the CONTRACTOR. No single piece of refuse must be collected if it weighs more than sixty (60) pounds, except bulky items as hereinafter set forth.

The CONTRACTOR shall exercise reasonable care and diligence in handling containers. THE CITY will cooperate in requiring residents to provide and maintain suitable containers, and the CONTRACTOR must exercise due care in preventing damage to containers, thereto, and shall return all containers to an upright position with the lids replaced thereon or adjacent thereto. In the event the CONTRACTOR damages a container(s), the CONTRACTOR shall be responsible for replacing said container(s) with one of equivalent value at the CONTRACTOR's expense within forty-eight (48) hours (excluding Saturdays and Sundays).

A written monthly tonnage report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the disposal facility by the CONTRACTOR on behalf of the CITY. Further, the CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the CITY.

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**2.1.2 Residential Bulky Waste**

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As part of the solid waste unit price and not as a separate pay item, the CONTRACTOR shall pick up as part of the refuse pick-up and shall deposit in the same truck or separate trucks if necessary all bulky items including but not limited to fixtures and furniture, storm doors and windows, tubs, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 8' in dimension, and small quantities of building debris resulting from repair or remodeling personally done by the home occupant which have been placed at the curb. This collection is required to be made on the same day as scheduled refuse collection.

The CONTRACTOR shall not be required to collect engines, transmissions or rear axles, or bulky items resulting from the home occupant's personal repair or remodeling that exceed five feet (5') in length. The CONTRACTOR will not be required to pick up junk cars, large parts of cars, demolition materials or other material resulting from the repair or construction of buildings except as otherwise provided herein.

A written monthly report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the addresses where the items were collected.

**2.1.3 Residential White Goods**

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As part of the solid waste unit price and not as a separate pay item, the CONTRACTOR shall collect recyclable metal bulky items including, but not limited to household appliances such as stoves, refrigerators, freezers, washers, dryers, water heaters, water softeners and water tanks in a separate truck to be recycled and not, under any circumstances, to be landfilled. Generally, these household metal bulky items may also include small metal sheds, swimming pools, garage doors, fenders, hoods of cars, etc. This collection is required to be made on the same day as scheduled refuse collection.

The CONTRACTOR shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act which prohibits the venting of refrigerants into the atmosphere. It shall be the CONTRACTOR's responsibilities to haul material and to insure that freon-containing materials that are not tagged are delivered to a designated facility for proper removal. Residents shall not be required to ensure that freon or other such refrigerants are removed prior to collection.

A written monthly report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the addresses where it was collected, the tonnage of this material that is collected, and the scrap metal recycling facility to which it was delivered.

**2.1.4 Tagging Non-Conforming Containers**

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If at any time any form of solid waste is not collected because of non-conformance to CITY requirements, it shall be tagged by the CONTRACTOR, stating the reason the collection was not made. Tags shall be supplied by the CONTRACTOR and be uniform in nature and highly visible. Refuse left for any reason and not tagged will be considered a missed stop. The non-conforming item will be logged and reported to the CITY within twenty-four (24) hours.

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**2.1.5 Handicap/Door-to-Curb Pickup**

---

There may be residential units on the collection routes that are occupied by individuals who have been determined by the CITY to be unable to move refuse, recyclables and yard debris to the curb. These locations will require door-to-curb service by the CONTRACTOR as part of the regularly scheduled refuse collection and as part of the proposed solid waste unit price and not as a separate pay item. The CONTRACTOR will be required to bring the containers to the curb and will be encouraged, but not be required, to return the container to the resident's designated door.

**2.1.6 Christmas Trees**

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Christmas trees shall be collected and disposed of by the CONTRACTOR from December 26<sup>th</sup> through the week that includes January 15<sup>th</sup> as part of the proposed solid waste unit price and not as a separate pay item.

**2.1.7 Yard Waste/Lawn Debris Collection**

---

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the CONTRACTOR shall separately pick up unlimited, separated yard waste and lawn debris as part of the regularly scheduled collection. The period of collection shall be from the Monday of the first full week of April through the Friday of the last full week of November, unless otherwise specified by mutual agreement between the CONTRACTOR and the CITY.

The CONTRACTOR will provide, upon request of the CITY, additional yard waste/lawn debris collection, provided the CONTRACTOR has access to a compost site that is open and accepting material. (Such additional collection services could be required as the result of a major storm.) The rate for this additional service shall be as specified in Attachment C, Contractor's Compensation.

All yard waste and lawn debris shall be transported for disposal to an appropriate compost site, in accordance with all municipal, county, state and federal laws, ordinances, and regulations, and under no circumstances to a landfill or disposal facility, unless otherwise specified herein and permitted by law. Yard waste and lawn debris shall not be mixed with any other refuse or recyclables. A written monthly report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the CONTRACTOR on behalf of the CITY.

Acceptable yard waste and lawn debris shall include grass clippings, weeds, leaves, small twigs, prunings, shrub clippings, garden waste materials and fruit; old potting soil, Halloween pumpkins, dirt incidental to minor plantings or edging of lawns; brush, branches, tree trimmings, shrub clippings tied and bundled; and small shrubs and bushes with dirt removed from root systems; or any other material defined by law as "yard clippings".

Acceptable yard waste and lawn debris shall include so-called "woody" or "hard" yard waste as long as it is properly prepared. The CONTRACTOR will not be required to pick up tree branches or logs greater than six inches (6") in diameter, longer than four feet (4') in length, tied or secured with string or twine in bundles larger than eighteen inches (18") in diameter, or weighing in excess of sixty (60) pounds. Such material shall be collected as part of regular refuse collection unless otherwise prohibited by law.

The yard debris will be bundled as required, placed in large capacity kraft/paper bags or placed loose in cans with a "yard waste recycling" or "compost" sticker on the container, or otherwise clearly marked as "yard waste."

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Brush, branches, tree trimmings, shrub clippings tied and bundled and set out for collection at other than the designated yard waste/lawn debris collection season shall be collected as part of the regular refuse collection, unless otherwise prohibited by law.

Upon request of the CITY, the CONTRACTOR shall annually provide the CITY, at no additional charge, two hundred (200) cubic yards of finished compost, delivered at no charge to the CITY to a site to be determined by the CITY. The CITY reserves the right to manage the amount delivered and the frequency at which it is supplied.

**2.1.8 Recycling Collection and Disposal**

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As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the CONTRACTOR shall separately pick up on the same day as the regularly scheduled refuse collection required by this Agreement, recyclable materials set-out as per the specifications identified by the CITY, as indicated in Attachment D and as indicated in the MRF Services Agreement between RRRASOC and the CITY. All recyclable material shall be transported to the RRRASOC Material Recovery Facility, located at 20000 W. Eight Mile Rd., Southfield, MI 48075 in accordance with the MRF Services Agreement.

Recyclable materials shall be placed in a 64-gallon recycling cart to be provided by the CONTRACTOR. The cart will include a label, approved by RRRASOC and the CITY, identifying the materials that may be recycled. The CONTRACTOR will be responsible for replacing any carts damaged by the CONTRACTOR within twenty-four (24) hours. The CONTRACTOR will provide the CITY with an additional inventory of replacement carts at its cost, upon request by the CITY. The CITY may otherwise specify the use of alternate recycling carts/containers.

A written monthly set-out rate report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, identifying the number of recycling carts that are set out for collection on each route day of the month and identifying the total number of households on each route day. Further, the CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the CITY.

A written monthly report must be supplied to the CITY and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the CONTRACTOR on behalf of the CITY. Further, the CITY retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the CITY.

**2.2 Other Municipal Solid Waste Services**

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The CITY may request other Municipal Solid Waste Services including, but not limited to, solid waste container service at municipal buildings and facilities, clean-up assistance, and Department of Public Services (DPS) debris transport and disposal. Such services shall be billed in accordance with the fee schedule included in Attachment C, Contractor's Compensation, and included in the monthly invoice submitted to the CITY.

**2.3 Residential Refuse and Recyclable Collection Start-Up Education Program and Program Literature**

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The CONTRACTOR shall be responsible for the successful and smooth transition to the new collection services in a timely manner and shall be responsible for all facets, including but not limited to all labor, materials, layout and setup costs, printing costs, delivery and/or postage and any other related expenses for the education of the residents of the new collection services. The education program and all

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associated literature must first be approved by the Director of Community Relations or his/her designated representative. The program, at a minimum, must include the requirements as specified herein.

Prior to the start of the new collection service, the CONTRACTOR shall have delivered City-wide, via the USPS, or by other means approved by the CITY, the initial educational program information. The literature should be full color and must at a minimum include the delivery dates of the residential refuse and recyclable carts, program start dates, route schedules, instructions for setting the carts next to the street, lists of all acceptable refuse, recyclables, yard waste and bulky and large items.

The CONTRACTOR shall prepare and provide a Public Service Video, approved by the CITY, to be broadcast via the CITY's cable channels and other social media means.

The CONTRACTOR shall set up at City Hall eye-catching and informative displays that at a minimum include overviews of the new program, samples of the program's carts, and program literature.

Prior to the start of the new collection service, a telephone hot line shall be established by the CONTRACTOR to answer any program questions. The hot line phone number shall be staffed at a minimum between the hours of 8 a.m. and 5 p.m. and be in place, at a minimum, for a period of ninety (90) days. The hot line phone number and hours must be printed on all program literature.

A second CITY-wide mailing, no later than one full week prior to the initial pick-up date of the program, shall be delivered, reminding participants of the program start date, the hot line phone number, and where literature is available.

Additional copies of the program literature must be made available upon request of the CITY at no additional expense for distribution in CITY buildings for new residents.

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**Attachment C**

**CONTRACTOR'S COMPENSATION**

1. **Form of Invoice:** The monthly invoice submitted by the CONTRACTOR must contain the following information. A duplicate copy shall be provided to RRRASOC.
  - (a) **Fee for Units Serviced:** Provide an Itemization of the total number of units serviced, the type of service provided, the unit price for that service as modified by any applicable price escalation factor as provided for in this agreement and the extension of that unit price multiplied by the number of units serviced.
  - (b) **Subtotal for Invoice:** Sum a total of any itemization in 1(a) above.
  - (c) **Deducts:** Subtract and deductions allowed for Liquidated Damages.
  - (d) **Final Amount Due:** Sum the total of charges and deductions that is to be paid by the CITY to the CONTRACTOR.
  
2. **Contractor's Base Price Rate Schedule for collection, transportation, and disposal (solid waste unit price as of July 1, 2016):**
  - (a) Residential Units (CONTRACTOR-provided 96-gallon refuse cart, CONTRACTOR-provided 64-gallon recycling cart, yard waste, bulky items):
    - Year 1 - \$159.00
    - Year 2- \$162.24
    - Year 3 - \$165.48
    - Year 4 - \$168.84
    - Year 5 - \$172.20
  
  - (b) Condominium Units (Association option)
    - (1) CONTRACTOR-provided 96-gallon refuse cart, bulky items, no recycling:
      - Year 1 - \$126.24
      - Year 2- \$128.76
      - Year 3 - \$131.28
      - Year 4 - \$133.96
      - Year 5 - \$136.56
  
    - OR
    - (2) CONTRACTOR-provided 96-gallon refuse cart, CONTRACTOR-provided 64-gallon recycling cart, bulky items:
      - Year 1 - \$141.24
      - Year 2- \$144.00
      - Year 3 - \$146.88
      - Year 4 - \$149.76
      - Year 5 - \$152.76
  
  - (c) Other Services:

(Three (3) pages follow -- Municipal Site and Special Refuse and Recycling)

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**Attachment D**

**FACILITY DELIVERY STANDARDS FOR SINGLE STREAM RECYCLABLES**

**Single Stream Recyclables** consist of the following, loose, uncompacted, and commingled:

1. Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
2. Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
3. Aluminum used beverage containers and foil clean of food.
4. All plastic bottles and containers with resin code numbers 1, 2, 4, 5, 6 (excluding expanded polystyrene foam, Styrofoam) and 7 – including but not limited to:
  - a) HDPE plastic bottles (RIC Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.
  - b) PET plastic bottles (RIC Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, and some shampoo bottles.
  - c) Agricultural Plant trays and Pots (clean, free of residue and soil).
  - d) Plastic Household Tubs/containers #1, 2 and 4-7, which includes plastic yogurt and margarine tubs, frozen concentrated juice containers, Folgers coffee containers, freezer microwave trays, berry boxes (#1) including attached lids, salad/carryout boxes (#1) (clean, free of residue and soil). #3 is not acceptable.
5. Pots and pans.
6. Multi-coated/plastic-coated paper beverage cartons: including milk and juice cartons (Aseptic).
7. Bulky high-density polyethylene (HDPE) is defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category is often referred to as "Injection HDPE".
8. No plastic film. No plastic bags.
9. ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
10. OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.
11. OCC - old corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water-soluble glues do not have to be removed. OCC can be damp but not soaked. Wax-coated and oriental old corrugated containers are not acceptable.
12. Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
13. Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
14. High-grade paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).



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15. Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.

16. Telephone Books.

Maximum allowable contamination rate is 8%.

**DELIVERY RULES AND REGULATIONS**

Residents and businesses are encouraged to discard containers' contents, labels, loose caps and rings, and to rinse containers; but there is no requirement for labels and caps to be removed from Recyclable Materials.

Materials delivered, as either Commingled Containers or Commingled Fiber or Single Stream Recyclables will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection recycling program.

Recyclables will not be delivered in bags unless specifically allowed or directed above.

Loads will be considered non-conforming to Facility Delivery Standards if: 1. They are found to be contaminated with Hazardous or Infectious Waste and/or is unprocessable; or 2. A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables, but are not Hazardous or Infectious Waste



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  - e. DISPOSAL FACILITY LICENSE
  - f. LITIGATION HISTORY
  - g. APPENDIX B: FACILITY DELIVERY STANDARDS FOR SINGLE STREAM RECYCLING
  - h. APPENDIX C: PERFORMANCE BOND REQUIRED BOND LANGUAGE
  - i. APPENDIX D: FORM A PROPOSER'S STATEMENT OF ORGANIZATION
    - i. FORM B: PROPOSER'S STAFFING
    - ii. ORGANIZATIONAL CHART
    - iii. MANAGEMENT/PROFESSIONSL STAFF
6. APPENDIX D: COLLECTION VEHICLES
  - a. FORM C: RESIDENTIAL REFUSE COLLECTION VEHICLES
  - b. FORM D: MUNICIPAL SITE REFUSE COLLECTION VEHICLES
  - c. FORM E: RESIDENTIAL RECYCLING COLLECTION VEHICLES
  - d. FORM F: RESIDENTIAL YARD WASTE COLLECTION VEHICLES
7. APPENDIX FORM D: EXCEPTIONS TO RFP & SERVICE AGREEMENT
  - a. EXCEPTIONS TECHNICAL PROPOSAL FORM G
8. FINANCIAL QUALIFICATIONS
9. INTRODUCTION TO PROPOSAL
  - a. WM SERVICE PLAN
  - b. CURBSIDE PROPOSAL
  - c. RECYCLE COLLECTION
    - i. RECYCLE EDUCATION
    - ii. PUBLIC EDUCATION BROCHURES
  - d. YARD WASTE PROGRAM

- e. ROLL-OFF SERVICES
  - f. CUSTOMER COMMUNICATIONS PROGRAM
    - i. CUSTOMER INQUIRY/COMPLAINT PROCESSING
    - ii. ADVERSE WEATHER
  - g. CARTS
    - i. DISTRIBUTION PROCEDURES
    - ii. MAINTENANCE
  - h. WM FACILITY AND VEHICLE MAINTENANCE
  - i. WORK FORCE
  - j. EQUIPMENT
  - k. ROUTE MANAGERS OVERSIGHT
  - l. MANAGEMENT TEAM
  - m. CREWS
  - n. ONBOARD COMPUTERS
  - o. GOVERNMENTAL PASS THRU AND ACT OF GOD
10. ANCILLARY SERVICES
- a. WM TRACKER
  - b. WASTE WATCH
  - c. THINK GREEN FROM HOME
  - d. BAGSTER
11. COMPANY STANDARDS
- a. SERVICE STANDARDS
  - b. PERSONNEL STANDARDS
  - c. ROUTE MANAGER INTERFACE
  - d. WORKER TRAINING, SAFETY AND INCENTIVES
  - e. RESPONSIBILITY AND ENVIRONMENTAL STEWARDSHIP



**WASTE MANAGEMENT  
DETROIT CENTRAL**  
19200 W. Eight Mile Road  
Southfield, MI 48075  
(248) 640-8754  
(248) 473-7603Fax

February 19, 2016

City of Novi  
Maryanne Cornelius, City Clerk  
Attn: Clerk's Office  
45175 Ten Mile Road  
Novi, MI 48375

Thank you for this opportunity for Waste Management of Michigan, Inc. to respond to the Collection and Disposal of Solid Waste: Refuse, Recyclables and Yard Waste and Other Services, Request for Proposals. WM acknowledges and accepts the 120 day period for the proposal response to remain in effect, if additional time is required please let us know. We have enclosed a Bid Bond in the amount of \$100,000 dollars and a Consent of Surety acknowledging our ability to obtain the necessary Performance Bonds.

WM has provided environmental solutions under the current subscription services in the City of Novi for a number of years and we believe WM has delivered service excellence at the curbside for numerous single-family residents and Homeowner Associations.

In this RFP response we have outlined how we propose to deliver residential trash, recycle, yard waste, commercial and industrial services for the city of Novi. We are excited about this single hauler service and the opportunity to create and implement an effective recycle education program. The ability to educate residents to recycle the right materials continues to be even more relevant today. We understand from the Addendums that the number of units for any contractual agreement will be different than the base RFP unit number. WM currently services approximately 2,200 units in the city of Novi. Our employees work very hard each day to deliver service excellence and to ensure our equipment is well maintained and clean. The safety record of our drivers and the in cab technology reflects the safety culture we have built for our employees and the safe driving practices they employ when driving thru your city.

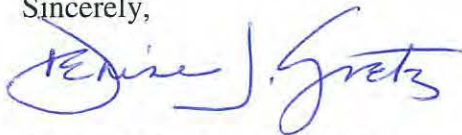
WM has responded to the 5 year term pricing structure with the 3-year option to extend. We want to confirm that the execution of the 3-year option will be mutual between the city and WM. We hereby set forth for clarity (as an exception for purposes of this submittal – see Form G) our understanding of the RFP that execution of the 3-year option will remain mutual between the parties and the final contract/service agreement as outlined in the RFP Section 2.1 Term will reflect the same. If the city finds benefit in having the option years included as part of the initial contract for a total of 8-years at its sole discretion, WM Corporate approval of the final contract document with this provision will be required prior to its execution. We understand the annual

price adjustments for all other services will be determined by the year over year CPI for Detroit-Ann Arbor and Flint. As stated in the RFP section 1.3.10 Independent Price Determination, we acknowledge the costs in this proposal have been arrived at independently without consultation, communication or agreement with any other proposer or with any competitor.

WM's Southfield location is the first Michigan based WM site to open a CNG fuel facility, converting 97% of the fleet to CNG operated vehicles with a small number of diesel fueled powered collection trucks. We completed this project in the fall of 2013. This significant investment demonstrates our commitment to the environment, significantly reducing greenhouse gas impact in the service area traveled by our vehicles.

We are hopeful that you will find our RFP response to be the most cost effective and service oriented proposal, we want the opportunity to be the environmental solutions provider for the residents in the City of Novi under a single hauler service agreement. We encourage the opportunity to further discuss our RFP response. Please contact Brian Conaway, Public Sector Solutions at 248-640-8754 to schedule any upcoming meetings.

Sincerely,



Denise J. Gretz, Area President  
WM MI/OH/IN

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS that we Waste Management of Michigan, Inc., 19200 W. 8 Mile Road, Southfield, MI 48075-5722 the Principal, and, Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124, the Surety, are hereby bound unto the City of Novi, 45175 Ten Mile Road, Novi, MI 48375 the Obligee, in the penal sum of One Hundred Thousand and 0/100 Dollars (\$100,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Collection and Disposal of Solid Waste; Refuse, Recyclables and Yard Waste and Other Services.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (120) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 19<sup>th</sup> day of February 2016.

**Waste Management of Michigan, Inc.**  
Principal

**Evergreen National Indemnity Company**  
Surety

By: Julie K Bowers  
Julie K. Bowers, Attorney-In-Fact

By: Timothy Covert  
Timothy Covert, Attorney-In-Fact

Witness: Michelle Patterson  
Michelle Patterson, Witness

Witness: Denise Fodor  
Denise Fodor, Witness

**EVERGREEN NATIONAL INDEMNITY COMPANY**

**MAYFIELD HEIGHTS, OH  
POWER OF ATTORNEY**

**POWER NO. 867450**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: \*\*\* Timothy Covert \*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



*[Signature]*

By: \_\_\_\_\_  
Matthew T. Tucker, President

By: *[Signature]*  
David A. Canzone, CFO

(Notary Public)  
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Tracy Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
April 04, 2017

*[Signature]*

Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2017

State of Ohio ) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 19<sup>th</sup> day of February 2016 .



*[Signature]*  
Wan C. Collier, Secretary

**POWER OF ATTORNEY**

**KNOWN ALL MEN BY THESE PRESENTS** that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Cheryl C. May, Kathleen P. Price, and Julie K. Bowers of Evergreen National Indemnity Company, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

**IN WITNESS WHEREOF**, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of February 19th, 2016.

Witness:

  
\_\_\_\_\_

On behalf of Waste Management, Inc. and  
each of the other WM Entities

  
\_\_\_\_\_  
Devina A. Rankin  
Vice President and Treasurer



INS 102 (2/93) State of Michigan Department of Commerce

CERTIFICATE OF AUTHORITY

Company Admissions Division  
Michigan Insurance Bureau  
P. O. Box 30220  
Lansing, MI 48909-7720

---

Date: November 15, 1995

THIS IS TO CERTIFY, that

EVERGREEN NATIONAL INDEMNITY COMPANY

(an Ohio stock insurer)

NAIC No. 12750.

is authorized in Michigan to transact the business of Section 605; Section 610 (including Sections 614, 616 and 620); subsections (a), (b) (including automobile and liability and excluding workers' compensation), (c), (d), (e), (f), (g), and (h) of Section 624(1); and Section 628

of P.A. 218 of 1956 as amended, "The Michigan Insurance Code," so long as the insurer continues to conform to the authority granted by this certificate, its corporate articles, the requirements of P.A. 218 of 1956 and all amendments to it and any limitations, conditions or other matters which have been agreed to from time to time between the insurer and the Commissioner.

If issued to a domestic, foreign, or alien insurer, this Certificate of Authority shall be automatically revoked 90 days after the insurer or an affiliated insurer is made subject to formal delinquency proceedings, unless the insurer requalifies for a Certificate of Authority. If issued to a foreign insurer, this Certificate of Authority shall be automatically revoked 90 days after a change in control, unless the insurer requalifies for a Certificate of Authority.

This Certificate of Authority is granted subject to the laws of the State of Michigan.

  
\_\_\_\_\_  
Commissioner of Insurance



## Evergreen National Indemnity Company

### Certificate

2014

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

#### STATEMENT OF INCOME

Direct Written Premium	\$ 32,858,244
Reinsurance Assumed	4,322,556
Reinsurance Ceded	(25,184,243)
Net Written Premium	11,996,557
Change in Unearned	100,034
Net Earned Premium	12,096,591
Losses & LAE Incurred	26,984
Net Commission Expense	7,605,530
Other Expenses	3,115,544
Underwriting Gain/ (Loss)	1,348,533
Net Investment Income	849,340
Net Realized Capital Gains (Loss)	454,783
Other Income/ (Expense)	627
Income Before FIT	2,653,283
Federal Income Tax	748,122
<b>Net Income</b>	<b>1,905,161</b>

#### BALANCE SHEET

<u>Assets</u>	
Invested Assets	43,597,974
Agent's Balances (net of Reins.)	2,062,101
Reinsurance Recoverable	315,130
Other Assets	784,303
<b>Total Assets</b>	<b>46,759,508</b>
<u>Liabilities &amp; Surplus</u>	
Unearned Premium Reserve	4,871,404
Loss & LAE Reserves	3,486,422
Ceded Reinsurance Payable	3,526,692
Other Liabilities	1,665,656
<b>Total Liabilities</b>	<b>13,550,174</b>
<b>Surplus</b>	<b>33,209,334</b>
<b>Total Liabilities &amp; Surplus</b>	<b>46,759,508</b>

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2014.

  
David A. Canzone, Treasurer

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**REQUEST FOR PROPOSAL**  
**SOLID WASTE, RECYCLING, AND YARD WASTE**  
**COLLECTION SERVICES**

**Appendix D**  
**TECHNICAL PROPOSAL CHECKLIST AND FORMS**

**Checklist:**

**Proposal Summary**

- Transmittal/Certification Letter w/Signature
- Introduction to Proposal
- Bid Bond
- Letter from Surety regarding Performance Bond

**Technical Proposal Forms**

- Form A: Statement of Organization
- Form B: Staffing
- Form C: Residential Refuse Collection Vehicles
- Form D: Municipal Site Refuse Collection Vehicles
- Form E: Residential Recycling Collection Vehicles
- Form F: Residential Yard Waste Collection Vehicles
- Form G: Exceptions to Agreement
- Financial Qualifications
- Litigation History
- Public Education Program – Description and Sample Materials

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE**  
**AND OTHER SERVICES**

**Appendix A**  
**COST PROPOSAL CHECKLIST AND FORMS**

Checklist:

- Collection Cost Proposal – Form Signature Page
- Collection Cost Proposal – Residential Curbside Collection Cost Form
- Collection Cost Proposal – Municipal Site & Special Refuse and Recycling

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**  
**Appendix A**  
**COLLECTION COST PROPOSAL FORM SIGNATURE PAGE**  
**CITY OF NOVI**

COMPANY NAME: Waste Management of Michigan, Inc.  
ADDRESS: 48797 Alpha Drive, Suite 150  
ADDRESS: \_\_\_\_\_  
CITY/STATE/ZIP: Wixom, MI 48393  
PHONE: 248-640-8754  
FAX: 248-356-2460

The undersigned has examined the complete Request for Proposals and its requirements contained in this solicitation and is submitting the following Cost Proposal Form in full compliance with those requirements including the Independent Price Determination requirements defined in Section 1.3.10 of this RFP.

PROPOSER acknowledges receipt of the following ADDENDUM (if applicable):

Addendum #1  
Addendum #2      Addendum #3

**1: AUTHORIZED SIGNATURE:**

The undersigned states that this price quote is submitted in full compliance with the provision of the RFP to which this Cost Proposal is a response:

SIGNATURE: Denise J. Gretz  
NAME/TITLE: Denise J. Gretz, Area President  
EMAIL: DGretz@wm.com  
DATE: February 5, 2016

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION OF SOLID WASTE, RECYCLING & YARD WASTE**  
**AND OTHER SERVICES IN NOVI, MICHIGAN**

**1.3.10 INDEPENDENT PRICE DETERMINATION**

ON BEHALF OF Waste Management of Michigan, Inc., THE  
(NAME OF VENDOR)

UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. THE COSTS IN THIS PROPOSAL HAVE BEEN ARRIVED AT INDEPENDENTLY, WITHOUT CONSULTATION, COMMUNICATION, OR AGREEMENT FOR THE PURPOSE OF RESTRICTING COMPETITION AS TO ANY MATTER RELATING TO SUCH COSTS WITH ANY PROPOSER OR WITH ANY COMPETITOR.
2. UNLESS OTHERWISE REQUIRED BY LAW, THE COSTS THAT HAVE BEEN QUOTED IN THIS PROPOSAL HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE VENDOR AND WILL NOT KNOWINGLY BE DISCLOSED BY THE VENDOR PRIOR TO AWARD DIRECTLY OR INDIRECTLY TO ANY OTHER PROPOSER OR TO ANY COMPETITOR.

Denise J. Gretz  
(SIGNATURE)

Denise J. Gretz  
(NAME)

Area President  
(TITLE)

January 28, 2016  
(DATE)



**CITY OF NOVI**

**Collection and Disposal of Solid Waste: Refuse,  
Recyclables & Yard Waste And Other Services**

**ADDENDUM #3**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum in their proposal.

**CONTENTS:** Included in this Addendum is one (1) page of written addenda description.

**CLARIFICATIONS:**

- The City's intent is for all bidders to submit bids for Alternates #1 – 3 based on 18,000 residential units. This is so we can compare all the bids on an "apples to apples" basis.
- If bidders wish to submit additional pricing based a different number of residential units, they may do so as a "Voluntary Alternate". This additional pricing is not required. Please be sure to clearly mark these bids as Voluntary Alternates.

**QUESTIONS:**

1. Are you seeking the flexibility to allow one or more proposers to continue service to the units they currently have and establish sections with specific service days and designated haulers?

Answer: No, that is not our intention or plan

Sue Morianti  
Purchasing Manager

Notice dated: February 10, 2016



**CITY OF NOVI**

**Collection and Disposal of Solid Waste: Refuse,  
Recyclables & Yard Waste And Other Services**

**ADDENDUM #2**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum in their proposal.

**CONTENTS:** Included in this Addendum is one (1) page of written addenda description.

**CLARIFICATIONS:**

- 1. The due date for responses is being extended to: Friday, February 19, 2016 by 3:00 P.M.**
- 2. The deadline for questions is being extended to: Thursday, February 11, 2016 by 12:00 P.M.**
- 3. Proposers must indicate in their proposal how many residential customers they currently have in the City of Novi, how many are subscription, how many have contracts, and when those contracts expire.**

**QUESTIONS:**

1. Will the City accept alternate proposals outside of what is being requested?  
*Answer: We will accept alternative proposals that base their pricing on the size of the service population, i.e. service for X number of customers, service for Y number of customers.*

Sue Morianti  
Purchasing Manager

Notice dated: January 27, 2016





## CITY OF NOVI

### Collection and Disposal of Solid Waste: Refuse, Recyclables & Yard Waste And Other Services

#### ADDENDUM #1

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum in their proposal.

**CONTENTS:** Included in this Addendum are eighteen (18) pages of written addenda description.

#### CLARIFICATIONS/CORRECTIONS:

1. Section 4.2 Technical Proposal (pg. 23) – The reference to “Appendix C: Technical Proposal Forms and Checklist” should read “Appendix D: Technical Proposal Forms and Checklist”.
2. Ordinance 15-184 (Garbage & Refuse) is included as part of this addendum.

#### QUESTIONS:

1. Is this a voluntary pre-bid?

Answer: Yes

2. Regarding the ordinance for solid waste collection, it appears that the ordinance takes effect when services start. There is a clause indicating that the City will honor any contracts that are signed before it starts. Does that mean that people could sign multiple year contracts the day before services start and the City would honor those?

Answer: If multiple year contracts were signed the day before service started, yes, the City would honor those contracts (subject to verification by the City). However, those contracts could not be extended or renewed beyond their initial term. (From Section 16-65 of the Ordinance.) (Contracts made after service begins will not be honored – i.e., the residents will still be charged for the City contractor, whether they use the service or not.)

3. The RFP indicates a late spring target date. Have you narrowed that date down at all?

Answer: No.

4. Is the recycling piece mandatory for the residents?  
Answer: No, the residents may opt out of recycling (i.e. by not using the provided cart) but their fee will not be reduced.
5. How will the collection days be determined? Will the contractor decide or will the City dictate it?  
Answer: We will work with the chosen hauler to coordinate the schedule in order for efficiencies to be realized by both the hauler and the City.
6. Do you have any idea how many condominiums will not be participating?  
Answer: At this point the provided number of residential units reflects the number of possible units to be covered in the initial roll-out phase. At this point we have a rough estimate of the number of units whose existing contracts will carry them past the desired start date for service.
7. The initial contract period goes from June 2016 – December 2020 which is only 4-1/2 years. Do we get the additional 6 months added anywhere?  
Answer: The first renewal will most likely be one (1) year plus six (6) months.
8. Will we bill the City or the residents?  
Answer: Contractor will send one (1) bill to the City and the City will bill the residents on their tax bill.
9. Section 1.1.3 General Description of Work to be Performed (pg 2) – Will the City facilities be awarded separately?  
Answer: It is our intent to have one hauler do the residential services and the City parks & facilities but it will depend on the price.
10. The City specifies a 96 gallon refuse cart. Will the residents be able to opt for the 64 gallon cart?  
Answer: That would be the City's intention but details and processes will be discussed during contract negotiations with the chosen contractor.
11. Section 1.2.23 Default and Termination (pg. 7) – This section indicates that the City may terminate the contract with 180 days' notice if the City doesn't have enough funding. Would you consider eliminating this clause since we have to put so much money into a contract like this?  
Answer: This clause is included in case the City decides to reverse back to a subscription service. We will work with the selected contractor and the City attorney to determine if this clause will be included in the contract.
12. Will the contract be for "carts only"?  
Answer: No. If the award is made which includes the rubbish cart, it will be a "carts plus" contract. This would be the automated cart plus whatever else is put out by the residents (Alternate #3). We asked for a "carts only" price (Alternate #2-all rubbish must be placed in the cart) so City Administration can show City Council what the price difference would be.

13. Section 1.3.10 Independent Price Determination (pg. 10) - Does the City have a Non-Collusion Form?

Answer: Yes, see attached.

14. Does the City care what color carts we use?

Answer: The City will negotiate this with the selected hauler, including the verbiage that needs to be included on the recycling bin.

15. With the changes that are taking place with regards to acceptable items for recycling, the verbiage that is imprinted onto the recycling cart could become obsolete quickly, requiring us to replace the cart.

Answer: Items that can be recycled are specified by RRASOC guidelines which have been consistent for quite some time. The language to be put on the cart will be fairly generic.

16. Section 3.1.8 Recycling Collection and Disposal (pg. 21) – Regarding the additional inventory of replacement carts at cost: Will the City pay for the carts? Will they be used to replace carts for residents? Will the contractor own those carts at the end of the contract or have to keep track of these carts given to residents?

Answer: The City intends to purchase some carts for its own use at City facilities. The City will own the carts once they have been purchased. The City does not intend to purchase or distribute replacement carts to residents. All carts (initial distribution, exchange, or replacement) for residential customers will be distributed by the contractor. The City will not provide storage space for contractor-owned replacement carts.

17. What if residents want multiple carts?

Answer: We will negotiate that with the successful contractor.

18. Section 2.7 Vehicles & Equipment (pg. 14) – Do I have to run a separate truck for City pickup and any commercial pickup I might have, i.e. Burger King?

Answer: We will work that out during negotiations. We wouldn't want to inhibit the contractor from utilizing their resources in the most cost effective manner.

19. What number of households should we base our pricing on?

Answer: 18,000

20. Section 2.10 Escalator Clause for Contract Price Adjustment (pg. 15) – Would you be willing to consider a different price index instead of the CPI?

Answer: We would consider it during contract negotiations. This escalator would apply to the City facilities portion of the contract only.

21. Section 2.8 Damage to Property (pg. 14) – Can this be negotiated in the contract?

Answer: Yes.

22. Section 2.2 Customer Communications and Complaint Handling Procedure – You are asking for one Customer Service Representative to be at a City facility for 6

months to handle calls. One representative will not be able to handle all the calls.

Answer: This can be negotiated in the contract.

23. Section 3.1.3 Residential White Goods (pg. 19) – On the report supplied to the City, do we have to list exactly what the item was that was picked up?

Answer: Not at this time. The City is looking to monitor the number of bulk items being collected at residences in order to prohibit potential abuse of the service.

24. Section 3.1.5 Handicap / Door to Curb Pickup (pg. 20) – Do you know how many residents currently have this service? How will they qualify for this service?

Answer: City Administration does not have an estimate at this time. We will work with the contractor to determine the qualifications for this service.

25. Do you have lists of the different types of pickups (i.e. curbside, frontload, etc.)?

Answer: All single family residences have curbside pickup. There are some condominiums that have curbside collection but a final determination has not been made on which condominiums will be included once a contract has been awarded.

26. Do we need to get waivers for private roads?

Answer: Section 2.14 of the RFP provides that the Contractor will provide service to residential units on private roads. However, the Contractor may obtain waivers from residents along the private roads relieving Contractor from responsibility for damage done to those roads under normal operations. If the Contractor decides to obtain them, the waivers must be submitted to the City for review and approval before they are given to the residents.

Sue Morianti  
Purchasing Manager

Notice dated: January 20, 2016

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION OF SOLID WASTE, RECYCLING & YARD WASTE**  
**AND OTHER SERVICES IN NOVI, MICHIGAN**

**1.3.10 INDEPENDENT PRICE DETERMINATION**

ON BEHALF OF \_\_\_\_\_, THE  
(NAME OF VENDOR)

UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. THE COSTS IN THIS PROPOSAL HAVE BEEN ARRIVED AT INDEPENDENTLY, WITHOUT CONSULTATION, COMMUNICATION, OR AGREEMENT FOR THE PURPOSE OF RESTRICTING COMPETITION AS TO ANY MATTER RELATING TO SUCH COSTS WITH ANY PROPOSER OR WITH ANY COMPETITOR.
2. UNLESS OTHERWISE REQUIRED BY LAW, THE COSTS THAT HAVE BEEN QUOTED IN THIS PROPOSAL HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE VENDOR AND WILL NOT KNOWINGLY BE DISCLOSED BY THE VENDOR PRIOR TO AWARD DIRECTLY OR INDIRECTLY TO ANY OTHER PROPOSER OR TO ANY COMPETITOR.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NOVI

ORDINANCE NO. 15-184

AN ORDINANCE TO AMEND THE CITY OF NOVI CODE OF ORDINANCES, AT CHAPTER 16, "GARBAGE AND REFUSE," TO ADD ARTICLE IV, "COLLECTION, RECYCLING AND DISPOSAL," TO PROVIDE FOR FUTURE COLLECTION OF SOLID WASTE FROM RESIDENTIAL PREMISES PURSUANT TO A CONTRACT WITH A DESIGNATED WASTE HAULER, TO PROVIDE STANDARDS AND SPECIFICATIONS FOR THE SERVICES TO BE PROVIDED, TO PROVIDE FOR THE ADMINISTRATION OF A SOLID WASTE PROGRAM, AND TO PROVIDE PENALTIES FOR FAILURE TO COMPLY

THE CITY OF NOVI ORDAINS:

PART I. That Chapter 16, "Garbage and Refuse," of the City of Novi Code of Ordinances is hereby amended to include Article IV, "Collection, Recycling and Disposal," which shall read as follows:

ARTICLE IV. COLLECTION, RECYCLING AND DISPOSAL

Section 16-60. Intent and Purpose.

- (1). Part 115 of Public Act No. 451 of 1994 (MCL 324.11501 et seq.) provides that a municipality shall assure that all solid waste is removed from sites of generation frequently enough to protect the public health, and delivered to solid waste disposal areas authorized to operate pursuant to such act. The city council has determined that the collection of solid waste from certain residential properties would most appropriately be undertaken at this time by the city, acting by and through contract with the private sector. Because solid waste collection directly affects the public health, safety and general welfare and due to the fact that multiple waste haulers result in excessive wear and tear on city roads, the city shall contract with a single waste hauler in order to facilitate city governance and control of the solid waste program for certain residential properties. In addition, the city council has determined that it would be in the public interest if the private waste hauler were selected on a bid basis, requiring demonstration of the waste hauler's capability and strength to provide a high level of service to sites of generation within the city, and to promote and protect the public health, safety and welfare.

- (2) The city council has further determined that its solid waste program should include recycling and composting, consistent with the county solid waste plan.
- (3) For purposes of establishing and carrying out a program of solid waste collection, recycling and disposal, the city council has adopted this article to provide standards and specifications for services to be provided, provide for administration of the program and operational specifications, and provide penalties for failure to comply with the provisions of this article.

Section 16-61. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Construction and demolition debris* mean nonhazardous wastes generated from construction and demolition activities, including but not limited to concrete, asphalt, wood, metal and plaster.

*Hazardous waste* means any material or substance which by reason of its composition or characteristics is:

- (1) Hazardous waste as defined in the Solid Waste Disposal Act, 42 USC 6907 et seq., as amended, replaced or superseded, and the regulations implementing the same;
- (2) Material the disposal of which is regulated by the Toxic Substance Control Act, 15 USC 2601 et seq., as amended, replaced or superseded, and the regulations implementing the same;
- (3) Special nuclear or byproduct materials within the meaning of the Atomic Energy Act of 1954, 42 USC 2011 et seq.; or,
- (4) Hazardous waste as defined in part III of Public Act No. 451 of 1994 (MCL 324.11101 et seq., as amended), and as identified in administrative rules and regulations adopted by published resolution of the city council from time to time and/or by regulations adopted by the state department of environmental quality.

*Household hazardous waste* shall mean any household waste material customarily generated by a single-family home that may be described as ignitable, reactive, corrosive, or toxic, or other such materials as defined by the Hazardous Waste Management Act, MCL 229.501 et seq., as amended, including both wet and dry cell batteries.

*Person* means any individual, firm, public or private corporation, limited liability company, partnership, trust, public or private agency or any other entity, or any group of such persons.

*Premises* means any area used for residential purposes to which a separate street address, postal address or box, tax roll description, or other similar identification has been assigned or is in use by a person having control of the area.

*Recyclable materials* means the following commingled and/or presorted materials that are separated from solid waste prior to the collection of solid waste from a site of generation: paper, glass, metal, plastic, aluminum, newspaper, corrugated paper and yard clippings. Recyclable materials shall not include hazardous waste. More detailed specification of the items deemed to be recyclable materials shall be provided from time to time by duly published resolution.

*Residential premises* means, except as otherwise provided herein, any area used for residential purposes, separately or in combination to which a separate street address, postal address or box, tax roll description, or other similar identification has been assigned or is in use by a person having control of the area. Residential premises includes, but is not limited to, single-family residences, residential duplexes, and certain residential condominium units as designated by the city manager. Residential premises shall not include apartment complexes, mobile homes and those residential condominium units not designated by the city manager.

*Single-family residence* means a separate residential structure.

*Site of generation* means any residential premises in or on which solid waste or recyclable materials is generated by any person.

*Solid waste* means garbage, trash, refuse, rubbish, ashes and animal waste generated at residential premises. Solid waste shall include animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods and all other organic matter subject to rapid decomposition, as well as paper, cartons, boxes, crockery, and ordinary wastes from residential premises. Solid waste shall also include bulk items, Christmas trees, rubbish, and small quantities of construction and demolition debris as defined herein. Tree, plant and/or vegetation trimmings and/or branches, greater than two inches in diameter and not exceeding six inches in diameter, no longer than four feet in length, bundled and tied, with each bundle not exceeding 50 pounds in weight, will also be collected as solid waste. Solid waste does not include the following:

- (1) Human body waste.



- (2) Medical waste as it is defined in part 138 of the Public Health Code, Public Act No. 368 of 1978 (MCL 333.13801 et seq.), and regulated under that part and part 55 (MCL 333.5501 et seq.).
- (3) Organic waste generated in the production of livestock and poultry
- (4) Liquid waste.
- (5) Ferrous or nonferrous scrap directed to a scrap metal processor or to a re-user of ferrous or nonferrous products.
- (6) Slag or slag products directed to a slag processor or to a re-user of slag or slag products.
- (7) Sludge and ashes managed as recycled or non-detrimental materials appropriate for agricultural or silvicultural use pursuant to a plan approved by the department. Food processing residuals; wood ashes resulting solely from a source that burns only wood that is untreated and inert; lime from Kraft pulping processes generated prior to bleaching; or aquatic plants may be applied on, or composted and applied on, farmland or forestland for an agricultural or silvicultural purpose, or used as animal feed, as appropriate, and such an application or use does not require a plan described in this subsection or a permit or license under this part. In addition, source separated materials approved by the department for land application for agricultural and silvicultural purposes and compost produced from those materials may be applied to the land for agricultural and silvicultural purposes and such an application does not require a plan described in this subsection or permit or license under this part. Land application authorized under this subsection for an agricultural or silvicultural purpose, or use as animal feed, as provided for in this subsection shall occur in a manner that prevents losses from runoff and leaching, and if applied to land, the land application shall be at an agronomic rate consistent with generally accepted agricultural and management practices under the Michigan Right to Farm Act, Public Act No. 93 of 1981 (MCL 286.471 et seq.).
- (8) Materials approved for emergency disposal by the state department of environmental quality.
- (9) Source separated materials.
- (10) Site separated material.
- (11) Fly ash or any other ash produced from the combustion of coal, when used in the following instances:

- A. With a maximum of six percent of unburned carbon as a component of concrete, grout, mortar, or casting molds.
- B. With a maximum of 12 percent unburned carbon passing MDOT test method MTM 101 when used as a raw material in asphalt for road construction.
- C. As aggregate, road, or building material which in ultimate use will be stabilized or bonded by cement, limes, or asphalt.
- D. As a road base or construction fill that is covered with asphalt, concrete, or other material approved by the state department of environmental quality and which is placed at least four feet above the seasonal groundwater table.
- E. As the sole material in a depository designed to reclaim, develop, or otherwise enhance land, subject to the approval of the state department of environmental quality. In evaluating the site the department shall consider the physical and chemical properties of the ash including leachability, and the engineering of the depository, including, but not limited to, the compaction, control of surface water and groundwater that may threaten to infiltrate the site, and evidence that the depository is designed to prevent water percolation through the material.

(12) Hazardous waste.

(13) Motor vehicle parts and motor vehicle batteries.

(14) Whole tires.

(15) Other wastes regulated by statute.

*Solid waste management plan* means the Oakland County Solid Waste Management Plan approved by the county board of commissioners, by two-thirds of the cities, villages and townships in the county and by the director of the state department of environmental quality pursuant to the requirements and provisions of state law, and any updates thereof and any amendments thereto.

*Waste hauler* means any person other than the city, awarded a contract by the city for, and engaged in the business of, collecting and transporting, delivering and disposing of solid waste and recyclable materials generated within the city.

*Yard clippings and yard waste* means leaves, grass clippings, vegetable or other garden debris, shrubbery, or brush or tree trimmings, less than four feet in length and two inches in diameter, that can be converted to compost humus. Yard clippings do not include stumps, agricultural wastes, animal waste, roots, sewage sludge, or garbage.

Section 16-62. Collection of solid waste and recyclable materials.

All solid waste and recyclable materials from any site of generation intended for collection and/or disposal shall be stored and placed for pick-up and collection at the times and in the manner provided in rules and regulations adopted by duly published city council resolution.

Section 16-63. Recyclables.

- (1) Commencing on the date that the designated waste hauler begins providing solid waste collection, recycling, and disposal services under the contract contemplated in Section 16-76, all persons who are owners, lessees or occupants of any site of generation are encouraged to separate recyclable materials from solid waste and prepare the recyclable materials for pick-up, collection and delivery in the manner provided by the rules and regulations adopted by the city by duly published resolution.
- (2) Yard wastes shall either be disposed of at the site of generation in a manner which will not create a nuisance and/or be injurious to the public health, or shall be placed at the curb side or other designated location for pick-up, collection and delivery by the waste hauler in the manner provided by rules and regulations adopted by duly published resolution. This provision shall not prohibit a person engaged in the business of providing landscaping services from removing yard wastes from a site of generation, provided, however, such a person shall be obligated to dispose of such yard wastes by composting, direct delivery to the waste hauler and/or delivery to a premises outside of the city in a lawful manner.
- (3) Any recyclable materials authorized for collection by or at the direction of the city in accordance with the terms of this article shall become the property of the waste hauler at the time the material is placed at the curb side or other designated location. It shall be a violation of this article for any person not authorized by the city to collect or pick-up or cause to be collected or picked up any such recyclable materials.

Section 16-64. Collection and disposal of solid waste and recyclable materials.

No person shall dispose of any solid waste or recyclable materials generated from residential premises within the city other than by means of the designated waste hauler awarded a contract by the city for such purpose.

Section 16-65. Delivery of solid waste and recyclable materials to waste hauler.

Commencing on the date that the designated waste hauler begins providing solid waste collection, recycling, and disposal services under the contract contemplated in Section 16-76, all solid waste and recyclable materials (including yard waste, subject to the exclusions noted above) generated from residential premises within the city shall be

collected and delivered to the designated waste hauler. If a contract with a company other than the designated waste hauler was in existence on or before such date for the collection and disposal of solid waste from a site of generation, delivery of solid waste from such site of generation to the company specified in such contract may be continued for the duration of the contract with no renewals or extensions; provided, however, such contract shall be subject to verification by the city and/or its designee.

Section 16-66. Publication of rules and regulations.

The city shall, by resolution duly published, establish rules and regulations governing procedures for collection. Such procedures shall include the pick-up schedule, items which are deemed to be recyclable materials, and the manner, location and containers for storage and collection. Such rules and regulations shall be consistent with this article and consistent with the contract entered into between the city and the waste hauler. A failure to comply with such rules and regulations shall be a violation of this article.

Section 16-67. Waste hauler – payment of disposal fees.

The waste hauler shall deliver solid waste to a facility authorized to operate pursuant to state law for disposal, and the waste hauler shall pay all disposal fees established for the particular licensed facility for any delivery of solid waste or recyclable materials to such facility. The obligation to pay the disposal fee pursuant to this article shall be absolute and unconditional.

Section 16-68. Waste hauling without a contract prohibited.

No person shall engage in the business of collecting, transporting, delivering, or disposing of solid waste or recyclable materials generated from residential premises within the city without first being authorized to do so by contract with the city as provided in this article. In addition, said person shall obtain and pay for all required licenses and permits.

Section 16-69. Compliance with solid waste management plan.

The waste hauler shall comply with the solid waste management plan and all applicable federal, state, county and city laws, statutes, rules, regulations and ordinances in the collection, transportation and delivery of solid waste and recyclable materials.

Section 16-70. Hazardous waste not to be placed at curbside.

A person shall not knowingly place hazardous waste at curb side or other designated location for collection, and a waste hauler shall not knowingly collect or deliver hazardous waste to a processing or disposal site.

Section 16-71. Rates and payment to waste hauler.

Rates for solid waste collection, recycling and disposal services for residential premises shall be determined and established by the city based upon competitive bids in accordance with this article.

Section 16-72. Rate to be adopted by resolution.

Following such bidding, the city shall adopt resolutions from time to time specifying the rates. Such resolution shall be published in order to provide notice to the public.

Section 16-73. Semi-annual billing.

(1) The city shall send a semi-annual billing, in advance, to each site of generation for which services are provided in the city. Such billing shall represent charges for services to be rendered in the following six month period.

(2) The billing shall be transmitted by regular mail at least thirty (30) days prior to the beginning of the period for which charges are imposed, the billing may be transmitted with or accompany a tax bill sent by the City.

(3) The due date for payment shall be the last business day prior to the beginning of the period for which the charges are imposed.

Section 16-74. Nonpayment or late payments.

Such charges shall constitute a lien upon the property which is the site of generation. If a payment is not made on or before the due date, a penalty in the amount of one percent per month shall be added for each month or portion of a month payment has not been made in full. Moreover, if there is an outstanding balance owing to the contractor with respect to any property as of October 1 in any year, such outstanding balance, together with all accrued penalties, shall be placed upon the delinquent tax roll of the city, and shall accrue further interest and penalties, and shall be collected, in the manner made and provided for delinquent real property taxes in the city. There shall also be an applicable transfer fee, as outlined in the city council fee resolution, added by the city treasurer to process each lien.

Section 16-75. Waiver of collection fees.

Property owners meeting the following criteria shall be eligible to receive a waiver of collection fees:

- (1) An individual that has an annual gross household income less than or equal to the Poverty Guidelines for the 48 Contiguous States and the District of Columbia as established by the U.S. Department of Health and Human Services for that calendar year and who timely files with the city treasurer's office an application for waiver of solid waste collection fees along with proof of annual gross household income from the previous year shall receive a waiver of all of the solid waste collection fees required by this article for the year for which the application for waiver of solid waste collection fees was filed.
- (2) An individual filing an application for waiver of solid waste collection fees pursuant to subsection (1) shall file said application for waiver of solid waste collection fees each year on or before July 1 to be eligible for the waiver of solid waste collection fees for the following 12 month period.
- (3) All applications for waiver of solid waste collection fees will be considered by the solid waste review commission. The solid waste review commission shall be comprised of three members who shall be the city assessor, city treasurer and an individual designated by the city manager. The solid waste review commission shall have the authority to waive the solid waste collection fees or any part thereof for a period of up to 12 months if it finds that a hardship as defined in subsection (1) exists.

Section 16-76. Contract for solid waste collection, recycling and disposal.

The city manager shall develop contract specifications and a public bid procedure for the award of a contract for solid waste collection, recycling and disposal for residential premises in the city. A waste hauler shall be selected by the city council to provide for the collection, disposal, resource recovery, recycling and composting of solid waste in the city with respect to all existing and future residential premises in the city in accordance with this article, in accordance with the contract to be awarded, and in accordance with all applicable laws, ordinances, codes and regulations.

Section 16-77. Bid specifications.

The city manager is authorized to include in bid specifications for the contract to be awarded those requirements and specifications determined by the manager to be reasonably related to:

- (1) Promoting and protecting the public health, safety and welfare.
- (2) Providing appropriate services to residential premises within the city.
- (3) Promoting the general understanding of and need for resource recovery, recycling and composting.

Section 16-78. Contract; minimum provisions.

The contract to be awarded by the city council to the waste hauler shall, at a minimum, provide for:

- (1) The collection of mixed wastes and recyclables from residential premises.
- (2) A program for recycling and composting.
- (3) Other miscellaneous services to be specified by the manager as part of the bid process, including, without limitations, dumpster service at municipal buildings and facilities, and a drop-off center.
- (4) Insurance and bonding requirements, including liability insurance, workers' compensation insurance, motor vehicle insurance, and a performance bond.
- (5) The preparation and submission of reports by the waste hauler describing the volume and location of solid waste generated in the city, as well as other reports required by the city to determine the efficiency and effectiveness of the solid waste program, including the effectiveness and efficiency of recycling and composting in the city.
- (6) A provision for the rights of the city in the event of a failure to perform on the part of the waste hauler.
- (7) The rights and obligations of the city for termination of the contract.
- (8) Operational specifications, including specifications for collection trucks and equipment, employees, waste hauler maintenance facility, waste container handling and condition, schedules and routes, addressing citizen complaints, and other matters deemed necessary or appropriate by the city manager.
- (9) Right and authorization of the city to inspect records and operations of the waste hauler.
- (10) Provision for a multi-media informational program with respect to resource recovery, recycling and composting.

#### Section 16-79. Waste hauler – Compliance.

The contract shall require the waste hauler to comply with all applicable laws, codes, ordinances, rules and regulations.

#### Section 16-80. Waste hauler – Permits and licenses.

The contract shall require the waste hauler to secure and maintain in good standing all permits and licenses required by law, ordinance, code, rule or regulation.

Section 16-81. Penalties.

(1) Any person who shall violate the provisions of this article shall be responsible for a municipal civil infraction, subject to the following penalties:

(A) First offense. The civil fine for a first offense violation shall be in an amount of \$200.00, plus costs and other sanctions for each offense.

(B) Repeat offense. The civil fine for any offense which is a repeat offense shall be in an amount of \$500.00, plus costs and other sanctions for each offense.

(2) Enforcement. In addition to ordering the defendant determined to be responsible for a municipal civil infraction to pay a civil fine, costs, damages and expenses, the judge or magistrate shall be authorized to issue any judgment, writ or order necessary to enforce or enjoin further violation of this article.

(3) Continuing offense. Each act of violation, and each day upon which any such violation shall occur, shall constitute a separate offense.

(4) Remedies not exclusive. In addition to any remedies provided for by this article, any equitable or other remedies available may be sought.

(A) The judge or magistrate shall be authorized to impose costs, damages and expenses as provided by law.

(B) A municipal civil infraction shall not be a lesser included offense of a criminal offense or of an ordinance violation which is not a civil infraction.

Sections 16-82 – 16-100 - reserved.

**PART II.**

**Severability.** Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

**PART III.**

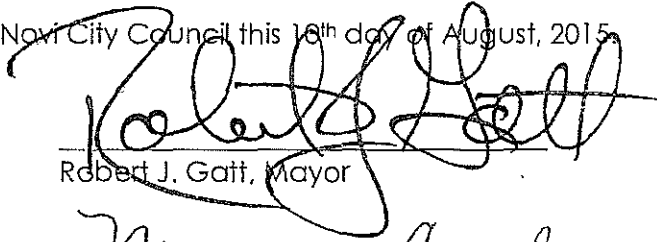
**Savings Clause.** The amendment of the Novi Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the Novi Code of Ordinances set forth in this Ordinance.

**PART IV.**

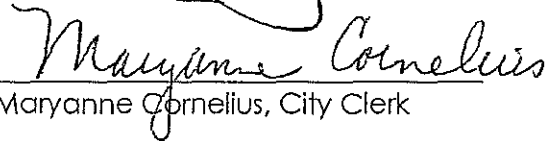


**Repealer.** All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Made, Passed and Adopted by the Novi City Council this 10<sup>th</sup> day of August, 2015.



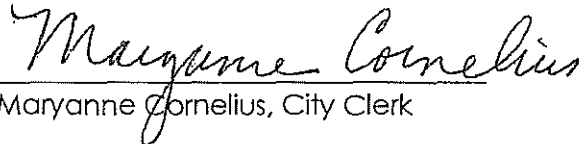
Robert J. Gatt, Mayor



Maryanne Cornelius, City Clerk

### Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the Novi City Council held on the 10<sup>th</sup> day of August, 2015.



Maryanne Cornelius, City Clerk

Adopted: 08/10/2015  
Published: 08/20/2015  
Effective: 08/25/2015



**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix A**  
**Collection Cost Proposal – Residential Curbside Collection and Disposal Services**

**Alternate #1**

**Residential Rate** – Homeowner-provided refuse containers and yard waste bags/containers; hauler-provided 64-gallon recycling cart; bulky items. Selected contractor maintains ownership of recycling carts and will be responsible for current maintenance and replacement costs.

Year 1	Year 2	Year 3	Year 4	Year 5
\$ 142.56	\$ 145.44	\$ 148.32	\$ 151.32	\$ 154.32
Year 6	Year 7	Year 8		
\$ 158.16	\$ 162.00	\$ 165.96		

Costs for residential curbside are to be per household per year and inclusive of any disposal costs, tipping fees, surcharges, or taxes in effect as of January 1, 2016.

**Alternate #2**

**Residential Rate** – Hauler-provided 64-gallon recycling cart and 96-gallon refuse cart; homeowner-provided yard waste bags/containers; bulky items. Selected contractor maintains ownership of the refuse and recycling carts and will be responsible for cart maintenance and replacement costs.

Year 1	Year 2	Year 3	Year 4	Year 5
\$ 152.76	\$ 155.76	\$ 158.88	\$ 162.12	\$ 165.36
Year 6	Year 7	Year 8		
\$ 169.44	\$ 173.64	\$ 177.96		

Costs for residential curbside service are to be per household per year and inclusive of any disposal costs, tipping fees, surcharges, or taxes in effect as of January 1, 2016.

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Alternate # 3**

**Residential Rate** – Hauler-provided 64-gallon recycling cart and 96-gallon refuse cart; homeowner-provided yard waste bags/containers; bulky items, Recycling and refuse collected by semi-automated collection process. Selected contractor maintains ownership of the refuse and recycling carts and will be responsible for cart maintenance and replacement costs.

<b>Year 1</b> \$ 159.00	<b>Year 2</b> \$ 162.24	<b>Year 3</b> \$ 165.48	<b>Year 4</b> \$ 168.84	<b>Year 5</b> \$ 172.20
<b>Year 6</b> \$ 176.40	<b>Year 7</b> \$ 180.72	<b>Year 8</b> \$ 185.16		

Costs for residential curbside service are to be per household per year and inclusive of any disposal costs, tipping fees, surcharges, or taxes in effect as of January 1, 2016.

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix A**  
**Collection Cost Proposal – Municipal Site and Special**  
**Refuse and Recycling**

**MUNICIPAL SERVICES**

Location	Qty	Current Equipment	Current Service	Cost Per Month
Civic Center	1	3 yd w/lid	4 x week (M,W, F,Sat)	\$98.72
Police	1	8 yd slant dumpster with lid	2 x week	\$131.63
Power Park	1	8 yd slant dumpster with lid	2 x week May - October only, no service/billing in winter, container left on site.	\$131.63
Lakeshore Park	1	8 yd slant dumpster with lid	1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March.	\$196.91
Community Sports Park	2	8 yd slant dumpster with lid	1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March. Leave container on site, billing suspended during no service period.	\$394.89
Fire Department (Four Stations)	18	St#1: 4-96 gal carts, St#2: 2-96 gal carts, St#3: 2-96-gal carts, St#4: 2-96 gal carts, plus 2 carts for recycling each locale	1 x week	\$50.01
Novi Public Library	1	front load 6 yd	2 x week (Tues/Fri)	\$98.72

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

Location	Qty	Current Equipment	Current Service	Cost Per Month
Ice Arena	2	8 yard plus 4 yard recycling bin	3 x week - 8 yard 1 x for recycling bin	\$294.44
Meadowbrook Commons	1	2 yard compactor + 15 recycling bins	3x week (main building) (M, W, F)	\$169.69
	60	customer supplied can or bags, plus contractor supplied recycle bin	1x week (curbside pickup at ranch units)	\$91.50
	1	6 yard compactor	as needed, usually 1x qtr (main building)	\$148.09
Location	Qty	Current Equipment	Current Service	Cost Per Pickup Event
On-Call "Special" Roll Off	1	30 yd roll-off		\$325.00*
DPS	1	30 yd rolloff	pick up on-call basis	\$325.00
DPS	1	30 yd rolloff	as needed	\$325.00

\* 30 yard roll off "Special" includes 4 tons, tons over 4 charged at \$25.00 per ton

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix A**  
**Collection Cost Proposal – Municipal Site and Special**  
**Refuse and Recycling**

**OTHER SERVICES**

Storm Cleanup – Hourly Rates:

- Refuse:      \$ 130.00 /hour *Plus Disposal @ \$25.00 per Ton*
- Yard Waste: \$ 130.00 /hour *Plus Disposal @ \$25.00 per Ton*

February 15<sup>th</sup>, 2016

City of Novi  
45175 Ten Mile Road  
Novi, Michigan 48375

To Whom It May Concern:

We have reviewed the Proposal of Waste Management of Michigan, Inc. For the contract: Collection and Disposal of Solid Waste: Refuse, Recyclables and Yard Waste and Other Services. We understand that Proposals will be received on February 19, 2016 for the above project, and wish to advise that should this Proposal be accepted and the Contract awarded to Waste Management of Michigan, Inc., Evergreen National Indemnity Company intends to provide the required Performance and Payment Bonds.

Evergreen National Indemnity Company is a 570 Circular Treasury Listed company, with an A- A.M. Best Rating and duly licensed to do business in the State of Michigan.

By: Evergreen National Indemnity Company

  
\_\_\_\_\_  
Timothy Covert, Attorney-In-Fact



**EVERGREEN NATIONAL INDEMNITY COMPANY**

**MAYFIELD HEIGHTS, OH  
POWER OF ATTORNEY**

POWER NO. **Bid Consent**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: \*\*\* Timothy Covert \*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



*[Signature]*

By: \_\_\_\_\_  
Matthew T. Tucker, President

By: *[Signature]*  
David A. Canzone, CFO

Notary Public)  
State of Ohio)

SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Tracy Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
April 04, 2017

*[Signature]*  
Penny M. Hamm, Notary Public  
My Commission Expires April 4, 2017

State of Ohio )

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 19<sup>th</sup> day of February 2016



*[Signature]*  
Wan C. Collier, Secretary

**ASSISTANT SECRETARY'S CERTIFICATE**  
**WASTE MANAGEMENT OF MICHIGAN, INC.**

I, Micah S. Hamstra, Assistant Secretary of Waste Management of Michigan, Inc., a Michigan corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

**RESOLVED**, that Denise J. Gretz, President, or any officer of this Corporation, and each of them, are hereby authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and to submit on behalf of the Corporation a Bid Proposal to the City of Novi for Collection and Disposal of Solid Waste: Refuse, Recyclables, Yard Waste and Other Services (the "Bid") and to execute on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the Bid and to execute an approved contract resulting from the award of the Bid to the Corporation.

Dated: January 28, 2016

  
\_\_\_\_\_  
Micah S. Hamstra  
Assistant Secretary

# WASTE MANAGEMENT OF MICHIGAN, INC.

## Officers and Directors

As of February 16, 2016

Denise J. Gretz	President
Courtney A. Tippy	Vice President and Secretary
Don P. Carpenter	Vice President, Chief Financial Officer and Controller
John Tsai	Vice President and Assistant General Counsel
Devina A. Rankin	Vice President and Treasurer
Thomas J. Beaulieu, Jr.	Vice President
Dean H. Vander Baan	Vice President
Daniel A. Grosshauser	Vice President
James A. Wilson	Vice President
Terry L. Greenleaf	Vice President and Assistant Secretary
Charles G. Rynda	Vice President and Assistant Secretary
Mark A. Lockett	Vice President and Assistant Treasurer
Edward A. Egl	Assistant Treasurer
Micah S. Hamstra	Assistant Secretary
Donald P. Wright	Assistant Secretary

Directors: Courtney A. Tippy and Denise J. Gretz



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/1/2016 12/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

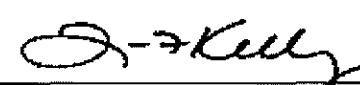
PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C : ACE Property & Casualty Insurance Co		20699
INSURER D : ACE Fire Underwriters Insurance Company		20702
INSURER E :		
INSURER F :		

**COVERAGES**      **CERTIFICATE NUMBER: 10830962**      **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
ALL POLICIES EXCEPT WC/EL INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT [PROVISION] THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY IF THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. ALL POLICIES INCLUDE A BLANKET WAIVER OF SUBROGATION ENDORSEMENT [PROVISION] THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. RE: VIN # IS 5PVNT1172S50937, 2007 HINO, 268A-MODEL

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
10830962 "FOR INFORMATION PURPOSES ONLY" C/O WASTE MANAGEMENT, INC.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



DAN WYANT  
DIRECTOR

May 1, 2013

Mr. Jack Rowe, District Manager  
Waste Management of Michigan, Inc.  
Woodland Meadows RDF – Van Buren  
5900 Hannan Road  
Wayne, Michigan 48184

Dear Mr. Rowe:

SUBJECT: Application for Solid Waste Disposal Area Operating License; Waste Management of Michigan, Inc.; Woodland Meadows RDF - Van Buren; Waste Data System Number 412717; License Number 9354

Staff of the Department of Environmental Quality (DEQ), Office of Waste Management and Radiological Protection (OWMRP), has reviewed your application for a municipal solid waste landfill, known as Woodland Meadows Recycling and Disposal Facility - Van Buren, located in Van Buren Township, Wayne County, Michigan. This review was conducted under the provisions of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Based upon our review of your application, your operating license is hereby granted. Enclosed is your license with operating stipulations.

Should you require further information, please contact Ms. Tracy Kecskemeti, Southeast Michigan District Supervisor, OWMRP, at 586-753-3775; kecskemetit@michigan.gov; or DEQ, 27700 Donald Court, Warren, Michigan 48092.

Sincerely,

Steven R. Sliver, Chief  
Solid Waste Section  
Office of Waste Management and  
Radiological Protection  
517-373-1976

Enclosure

cc: Wayne County Department of Public Services  
Van Buren Township Clerk  
Ms. Tracy Kecskemeti/Mr. Greg Morrow, DEQ-Southeast Michigan  
Facility File



Michigan Department of Environmental Quality  
Office of Waste Management and Radiological Protection

## SOLID WASTE DISPOSAL AREA OPERATING LICENSE

This license is issued under the provisions of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.11501 et seq., and authorizes the operation of this solid waste disposal area (Facility) in the state of Michigan. This license does not obviate the need to obtain other authorizations as may be required by state law.

FACILITY NAME: Woodland Meadows RDF - Van Buren

LICENSEE/OPERATOR: Waste Management of Michigan, Inc.

FACILITY OWNER: Waste Management of Michigan, Inc.

PROPERTY OWNER: Waste Management of Michigan, Inc.

FACILITY TYPE(S): Municipal Solid Waste Landfill

FACILITY ID NUMBER: 412717

COUNTY: Wayne

LICENSE NUMBER: 9354

ISSUE DATE: May 1, 2013

EXPIRATION DATE: May 1, 2018

FACILITY DESCRIPTION: The Woodland Meadows RDF - Van Buren, a municipal solid waste landfill, consists of 269 acres located at 5900 Hannan Road, Van Buren Township, Wayne County, Michigan, as identified in Attachment A and fully described in this license.

AREA AUTHORIZED FOR DISPOSAL OF SOLID WASTE: As described in Attachment A and Items 2 and 3 of this license.

RESPONSIBLE PARTY: Mr. Jack Rowe, District Manager  
Waste Management of Michigan, Inc.  
5900 Hannan Road  
Wayne, Michigan 48184  
734-326-0993

**RENEWAL OPERATING LICENSE:** This License Number 9354 supersedes and replaces Solid Waste Disposal Area Operating License Number 9249 issued to Waste Management of Michigan, Inc., on January 15, 2010.

This license is subject to revocation by the Director of the Michigan Department of Environmental Quality, if the Director finds that this Facility is not being constructed or operated in accordance with the approved plans, the conditions of a permit or license, Part 115, or the rules promulgated under Part 115. Failure to comply with the terms and provisions of this license may result in legal action leading to civil and/or criminal penalties pursuant to Part 115. This license shall be available through the licensee during its term and remains the property of the Director.

**THIS LICENSE IS NOT TRANSFERABLE.**

Steven R. Sliver, Chief, Solid Waste Section  
Office of Waste Management and Radiological Protection

Licensee: Waste Management of Michigan, Inc.  
Facility Name: Woodland Meadows RDF – Van Buren  
Operating License Number: 9354  
Issue Date: May 1, 2013

The licensee shall comply with all terms of this license and the provisions of Part 115 and the administrative rules implementing Part 115 (Part 115 Rules). This license includes the license application and any attachments to this license.

1. The licensee shall operate the Facility in a manner that will prevent violations of any state or federal law.
2. The following portions of the Facility are authorized to receive solid waste by this license:

**ACTIVE PORTIONS NOT AT FINAL GRADE:** The area(s) identified as Cell 1 - 20.6 acres, Cell 2 - 31.5 acres, Cell 3 - 21.3 acres, portions of Cells 4, 5, 6, and 7 totaling 51.3 acres, Cell 10 - 13.1 acres, and Cell 11 - 13.8 acres were authorized to receive waste by the previous license. This area's total acreage is 151.6 acres.

3. The following portions of the Facility **WILL BE** authorized to receive solid waste by this license following approval by the Michigan Department of Environmental Quality (MDEQ) of construction certification:

**UNCONSTRUCTED AREA(S) WITH FINANCIAL ASSURANCE:** The area(s) identified as Cell 8 - 14.9 acres, and Cell 9 - 16.4 acres, totaling 31.3 acres, are included in the calculation of financial assurance as required by Section 11523 of Part 115. This portion(s) of the Facility shall be authorized to receive waste, as part of this license, when acceptable certification is submitted to the MDEQ, as required by Section 11516(5) of Part 115, and determined by the MDEQ to be consistent with Part 115 and the Part 115 Rules. The certification shall verify that construction of this area(s) was in accordance with the Construction Permit(s) listed in Item 8 of this license, Part 115, and the Part 115 Rules.

4. The following portions of the Facility are **NOT** authorized to receive solid waste by this license:

**UNCLOSED AREA(S):** The area(s) identified as portions of Cells 4, 5, 6, and 7 totaling 23.3 acres are at final grade but have not had final cover certification approved by the MDEQ. This area's total acreage is 23.3 acres.

5. The attached map (Attachment A) shows the Facility, the area permitted for construction, monitoring points, leachate storage units, site roads, other disposal areas, and related appurtenances.
6. Issuance of this license is conditioned on the accuracy of the information submitted by the Applicant in the Application for License to Operate a Solid Waste Disposal Area (Application) received by the MDEQ on January 7, 2013, and any subsequent amendments. Any material or intentional inaccuracies found in that information is grounds for the revocation or modification of this license and may be grounds for enforcement action. The licensee shall inform the MDEQ's Office of Waste Management and Radiological Protection (OWMRP), Southeast Michigan District Supervisor, of any inaccuracies in the information in the Application upon discovery.
7. This license is issued based on the MDEQ's review of the Application, submitted by Waste Management of Michigan, Inc., for the Woodland Meadows RDF - Van Buren, dated January 7, 2013 and revised January 31, 2013. The Application consists of the following:
  - a. Application Form EQP 5507.
  - b. Application fee in the amount of \$15,000.00.
  - c. Certification of construction by NA.
  - d. Waste Characterization: N/A.

Licensee: Waste Management of Michigan, Inc.  
Facility Name: Woodland Meadows RDF – Van Buren  
Operating License Number: 9354  
Issue Date: May 1, 2013

e. Restrictive Covenant:

The Woodland Meadows RDF - Van Buren restrictive covenant on 214.53 acres is on file at the Wayne County Register of Deeds recorded on March 4, 2010, as Liber 48376 pages 1196-1200. A copy is on file with the MDEQ.

f. Perpetual Care Fund Agreement, established as a trust account, signed by Mr. Ronald Jones, Vice President and Treasurer, Waste Management of Michigan, Inc., on April 23, 2002, was executed by the MDEQ on June 26, 2002.

g. Financial Assurance.

i. Financial Assurance Required:

The amount of financial assurance required for this Facility was calculated based on the calculation worksheet form EQP 5507A entitled, "Form A, Financial Assurance Required," and is \$18,887,260.00.

The Facility has provided financial assurance totaling \$18,887,260.00, based on the requirements of Section 11523 of Part 115, consisting of a combination of the Perpetual Care Fund established under Section 11525 of Part 115, bonds, and the financial capability of the Applicant as evidenced by a financial test. The financial assurance mechanisms used by the Facility are summarized below in Items ii and iii, respectively.

ii. Financial Assurance Provided Via a Perpetual Care Fund:

- (1) The amount of the required financial assurance can be reduced pursuant to Section 11524 of Part 115, if the amount of money in the Perpetual Care Fund plus the amount of the reduced financial assurance equals the amount of financial assurance required in Section 11523 of Part 115 and is approved by the MDEQ.
- (2) The Perpetual Care Fund Agreement statement showed a balance of \$2,045,000.03 in the Facility's Perpetual Care Fund as of November 30, 2012. Of this amount, the MDEQ has granted the request to use \$2,045,000.00 toward the total amount of financial assurance required.

iii. Financial Assurance Provided Via Bond:

The following financial assurance has been received from the Applicant to meet the amount of financial assurance required:

Insurance	\$16,842,260.00
Total Amount Received:	\$16,842,260.00

iv. Financial Assurance Updates Required:

For Type II landfills, the financial assurance cost estimates of closure and postclosure activities must be updated annually and the corresponding requisite amount of financial assurance must be adjusted annually for the costs of inflation. The corresponding financial assurance, as adjusted for inflation and other factors, is due on May 1, 2014, and each year thereafter.

8. The following documents approved with Construction Permit Number(s) 0345 and 4088 issued to the Waste Management of Michigan, Inc., on October 15, 1996 and May 17, 2007, respectively, are incorporated in this license by reference: (Note that Construction Permit Number 0345 superseded Construction Permit 0322 issued May 23, 1995, and Construction Permit Number 0322 rescinded Construction Permit Number 0296 issued September 16, 1993).
- a. Engineering report titled "Woodland Meadows RDF – Van Buren Application for Vertical Expansion" dated June 1996, prepared by RUST Environmental & Infrastructure.



Licensee: Waste Management of Michigan, Inc.  
Facility Name: Woodland Meadows RDF – Van Buren  
Operating License Number: 9354  
Issue Date: May 1, 2013

- b. Engineering drawings (31 sheets) titled "Vertical Expansion Woodland Meadows Recycling and Disposal Facility – Van Buren" dated June 1996, and revised October 1996, and prepared by RUST Environmental & Infrastructure. These plans were partially modified by the plans listed in Items 9q and 9y.
  - c. Environmental Assessment dated January 1995.
  - d. Hydrogeological Characterization Report dated January 1991, revised June 1993.
  - e. Construction Permit Application titled "Construction Permit Application, Woodland Meadows RDF - Van Buren Expansion, Van Buren Township, Wayne County (Volumes I, II, and III)," dated December 20, 2006, with revisions dated April 16, 2007, April 25, 2007, and April 27, 2007.
  - f. Environmental Assessment (Volume I, Section B) dated December 20, 2006, revised April 2007.
  - g. Hydrogeological Study (Volume I, Section C) dated December 20, 2006, revised April 16, 2007.
  - h. Hydrogeological Monitoring Plan (Volume II, Section D) dated December 20, 2006, revised April 16, 2007.
  - i. Engineering drawings titled "Waste Management of Michigan, Inc., Woodland Meadows Recycling and Disposal Facility, Van Buren" dated December 20, 2006, with revisions dated April 16, 2007, April 25, 2007, and April 27, 2007.
9. The following additional documents, approved since the issuance of the construction permit(s) referenced in Item 8, are incorporated in this license by reference:
- a. Construction documentation for Woodland Meadows Recycling and Disposal Facility Van Buren Expansion, Cell 1 (1A) dated February 1994.
  - b. Construction documentation for Woodland Meadows Recycling and Disposal Facility Van Buren Expansion, Cell 1B dated June 1994.
  - c. Construction documentation for Woodland Meadows Recycling and Disposal Facility Van Buren Expansion, Cell 2A (North) dated October 1994.
  - d. Construction documentation for Woodland Meadows Recycling and Disposal Facility Van Buren Expansion, Cell 2A (South) dated November 1994.
  - e. Construction documentation for Woodland Meadows Recycling and Disposal Facility Van Buren Expansion, Cell 2B dated January 1995.
  - f. Construction documentation for Woodland Meadows Recycling and Disposal Facility - Van Buren Expansion, Cell 3A dated December 1995.
  - g. Construction documentation report, Van Buren, Cell 3B Woodland Meadows Recycling and Disposal Facility dated September 1996.
  - h. Leachate recirculation plan titled "Woodland Meadows – Van Buren RDF Leachate Recirculation Plan" dated July 1997 and approved with conditions listed in a letter titled "Leachate Recirculation Plan," dated August 21, 1997.
  - i. Construction documentation, Woodland Meadows Recycling and Disposal Facility Van Buren, Cell 2C dated November 1998.
  - j. Section 7.6.1.1 of the Vertical Expansion Engineering Report for the facility titled "Asbestos Handling" dated revised December 1998 and submitted to the MDEQ on January 7, 1999.

Licensee: Waste Management of Michigan, Inc.  
Facility Name: Woodland Meadows RDF – Van Buren  
Operating License Number: 9354  
Issue Date: May 1, 2013

- k. Construction Certification for Earthworks and Geosynthetics, Cells 6W/7W, Volumes I and II dated November 1, 1999.
- l. Construction Certification for Earthwork and Geosynthetics, Cell 5W dated November 2000.
- m. Engineering report titled "Cell 5W Construction Earthworks Technical Specifications" dated January 2000.
- n. Revised Waste Acceptance Procedures titled "Special / Prohibited Waste Implementation Plan" for Woodland Meadows dated March 3, 2000, revised April 2000, and approved with modifications in a letter from WCDOE dated May 10, 2000.
- o. Engineering report titled "Construction Quality Assurance Services, Cell 4W, Volumes I and II," dated September 2001.
- p. Engineering report titled "Engineering Plan Modifications, Woodland Meadows Recycling and Disposal Facility-Van Buren, Engineering Report" dated February 2003 and prepared by McNeely & Lincoln Associates, Inc.
- q. Engineering plans (31 sheets) titled "Engineering Plan Modifications to Woodland Meadows Recycling and Disposal Facility – Van Buren, Van Buren Township, Wayne County, Michigan" dated February 2003 and prepared by McNeely & Lincoln Associates, Inc. These plans modified sheets 1, 4, 9, 11 – 15, 26, 28, and 29 of the existing construction permit engineering plans. Modified sheets 1, 9, and 11 were submitted with a transmittal letter dated June 16, 2004.
- r. Engineering plans titled "Woodland Meadows, RDF, Cells 4E and 5E Record Drawings" prepared by McNeely & Lincoln Associates, Inc., dated September 2003, revised November 21, 2003, and approved by the MDEQ on November 26, 2003.
- s. Construction Certification titled "Report on Construction Quality Assurance Services, Cells 4E and 5E Construction, Wayne, Michigan, Volume I of I," prepared by Golder Associates, Inc., dated September 2003, and approved by the MDEQ on November 26, 2003.
- t. Letter titled "Addendum to Construction Certification for Cells 4E and 5E," prepared by Waste Management dated November 21, 2003.
- u. Certification letter titled "Sump Pipe Configuration, Cell 4E, Woodland Meadows RDF," prepared by Golder Associates, Inc., dated November 21, 2003.
- v. Engineering report titled "Documentation of Repairs, Cell 4E, Woodland Meadows RDF" prepared by Golder Associates dated December 22, 2003.
- w. Engineering report titled "Construction Certification for Earthwork and Geosynthetics, Woodland Meadows Recycling and Disposal Facility, Cell 6E, Wayne County, Michigan" dated September 2004 and prepared by NTH Consultants, Ltd.
- x. Engineering plans (8 sheets) titled "Woodland Meadows, RDF, Cell 6E, Record Drawings" dated September 2004 and prepared by McNeely & Lincoln Associates, Inc.
- y. Engineering plans titled "Engineering Plan Modifications to Woodland Meadows Recycling and Disposal Facility - Van Buren (Sheets 5, 9, 11, 13, 15 and 24), Van Buren Township, Wayne County, Michigan," prepared by Midwestern Consulting, dated September 8, 2005, revised September 21, 2005, and approved by the MDEQ on October 6, 2005.
- z. Construction Certification titled "Construction Certification for Earthwork and Geosynthetics, Woodland Meadows RDF - Van Buren, Cell 7E," prepared by NTH Consultants Ltd., dated August 8, 2005, and revised on October 5, 2005, and approved by the MDEQ on October 7, 2005.

Licensee: Waste Management of Michigan, Inc.  
Facility Name: Woodland Meadows RDF – Van Buren  
Operating License Number: 9354  
Issue Date: May 1, 2013

- aa. Construction Certification titled "Certification Report for Cell 7W Liner Repair Woodland Meadows RDF," prepared by NTH Consultants Ltd., dated November 11, 2005, revised December 12, 2005, and December 14, 2005, and approved by the MDEQ on December 15, 2005.
  - bb. Construction Certification titled "Certification of Repairs to Leachate Collection system for Cell 6E at Woodland Meadows-RDF" prepared by NTH Consultants Ltd., dated January 29, 2007, and approved by the MDEQ on April 24, 2007.
  - cc. Document titled "Alternative Final Cover Project, Woodland Meadows RDF - Van Buren" including Drawing 1-5, dated June 25, 2007, and approved by the MDEQ on June 27, 2007.
  - dd. Construction Certification titled "Certification of Liner Repair, Woodland Meadows RDF - Van Buren for Cell 6E," prepared by NTH consultants Ltd., dated May 14, 2007, and approved by the MDEQ on July 31, 2007.
  - ee. Engineering plans titled "Plans for the Woodland Meadows Landfill Gas to Energy Project, DNRE – Environmental Resource Management Division & WCDOE – Land Resource Management Division Submittal," prepared by Cornerstone Environmental Group, LLC, dated August 2010, revised November 2010, January 2011, and March 2011.
  - ff. "Report on Monitoring Well Abandonment & HMP Update," prepared by NTH Consultants, Ltd., dated January 14, 2011, and approved by the DEQ on April 21, 2011.
  - gg. Certification Report for Cells 10 and 11 titled "Construction Certification, Earthwork and Geosynthetics, Woodland Meadows RDF - Van Buren, Cell 10 and Cell 11," prepared by NTH Consultants, Ltd., dated November 2011 and revised December 29, 2011.
  - hh. Engineering plans titled "Waste Management of Michigan Inc., Woodland Meadows Recycling and Disposal Facility Van Buren, Van Buren Township, Wayne County, Michigan, Type II Landfill Expansion, Construction Permit Expansion," prepared by Golder Associates Inc., and the most current revision is dated September 12, 2012. The plans contain revisions to Sheets 4A-4I, 5A-5E, 5J, 5K, and 6A-9A.
  - ii. "Operations Plan for Alternate Daily Cover Materials, Woodland Meadows RDF - Van Buren, Van Buren Township, Michigan" prepared by Waste Management of Michigan, Inc., dated April 2013.
10. Consent Order/Judgment Number: OWMRP Consent Order Number FTO-115-03-13, entered on April 25, 2013, is incorporated into this license by reference.
11. The licensee shall repair any portion of the certified liner or leachate collection system that is found to be deficient or damaged during the term of this license unless determined otherwise by the MDEQ.
12. The licensee shall have repairs to any portion of the certified liner or leachate collection system recertified by a registered professional engineer in accordance with R 299.4921 of the Part 115 Rules and approved by the MDEQ before receiving waste in that portion of the certified liner or leachate collection system. The licensee shall submit the recertification to the MDEQ's OWMRP, Southeast Michigan District Office Supervisor, for review and approval.
13. The licensee shall conduct hydrogeological monitoring in accordance with the approved hydrogeological monitoring plan, dated April 16, 2007 and revised January 14, 2011. The sampling analytical results shall be submitted to the MDEQ's OWMRP, Southeast Michigan District Office.
14. Modifications to the approved hydrogeological monitoring plan referenced in Item 13 may be approved, in writing, by the OWMRP, Southeast Michigan District Supervisor. Proposed revisions must be submitted in a format specified by the MDEQ.
15. Leachate may be recirculated if a leachate recirculation plan has been approved, in writing, by the OWMRP, Southeast Michigan District Supervisor.

Licensee: Waste Management of Michigan, Inc.  
Facility Name: Woodland Meadows RDF – Van Buren  
Operating License Number: 9354  
Issue Date: May 1, 2013

16. Modifications to approved engineering plans that constitute an upgrading, as defined in R 299.4106a(l) of the Part 115 Rules, may be approved, in writing, by the OWMRP, Southeast Michigan District Supervisor.

17. Requests for alternate daily cover may be approved, in writing, by the OWMRP, Southeast Michigan District Supervisor.

18. Leakage Control Criteria:

The active portions of the unit(s) authorized to receive waste by this license is a monitorable unit(s) which is located over a natural soil barrier and that is in compliance with the provisions of R 299.4422(2) of the Part 115 Rules.

19. **VARIANCES:** None.

20. **SPECIAL CONDITIONS:**

a. The licensee shall place a compacted layer of not less than six inches of earthen material, unless an exemption is granted, of suitable cover material on all exposed solid waste by the end of each working day, as required by R 299.4429(1) of the Part 115 Rules. Suitable cover shall be either uncontaminated soil or an alternate cover approved by the OWMRP, listed in Item i, below. Alternate cover shall be restricted as indicated in Item ii and applied as per the approved operational plan submitted by the licensee.

i. Approved alternate cover shall be any of the following:

<u>Product/Waste Material</u>	<u>Source</u>	<u>Monthly Volume</u>
1. Class A and B Alternate Daily Cover Materials as specified in the approved Operations Plan for Alternate Daily Cover Materials dated April 2013.	Various	Variable
2. Auto Fluff	Ferrous Processing and Trading Co.	4,000 to 5,000 cubic yards
3. Auto Fluff	Strong Steel Products, LLC	Variable
4. Contaminated soil from a leaking underground storage tank containing petroleum product that meets the requirements of Policy and Procedure OWMRP-115-10, and the approved "Operations Plan for alternate Daily Cover Materials" dated April 2013.		

ii. The above materials are approved for daily cover when used in the following manner:

- (1) The licensee shall use the material as daily cover only. The material cannot be used for road building or fill in other areas of the Facility's operation.
- (2) The licensee shall maintain copies of the testing performed on Class B and Class C materials in the facility operating record.
- (3) The licensee shall only stockpile material in a secure manner within the active cell.
- (4) This approval does not preclude the licensee from disposing of the material as waste in the active fill area instead of using the material as daily cover.
- (5) This approval shall immediately become void upon documentation by the MDEQ that the alternative cover is not being used in accordance with listed conditions, that the alternative cover is not providing the necessary protection, that the material no longer meets the alternative daily cover guidelines, or that the process producing the waste material has changed.

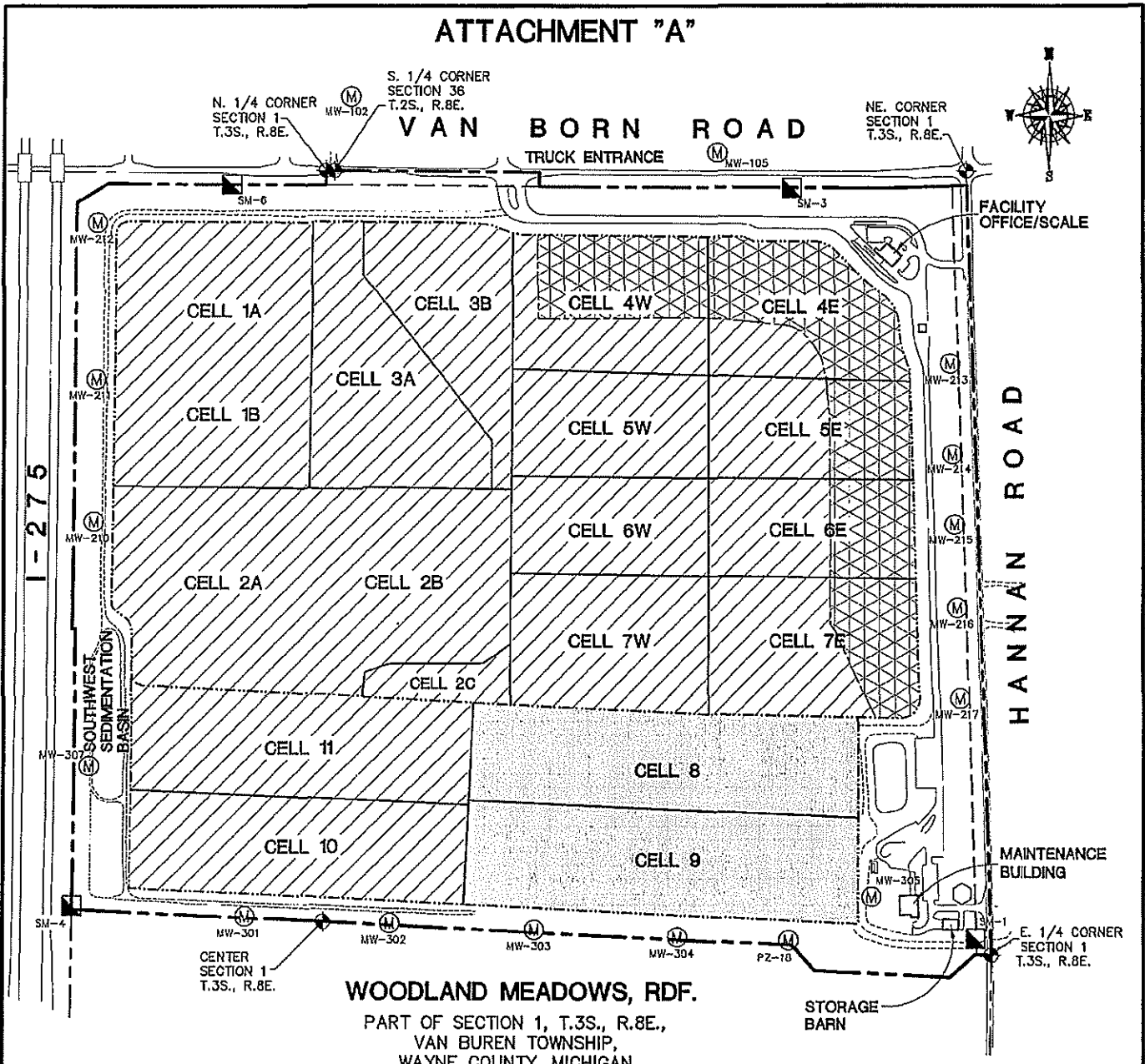
Licensee: Waste Management of Michigan, Inc.  
Facility Name: Woodland Meadows RDF – Van Buren  
Operating License Number: 9354  
Issue Date: May 1, 2013

- (6) If the material does not meet the guidelines from Attachment 2 of Policy and Procedure OWMRP-115-10, for nonvolatiles, the licensee shall ensure that fugitive dust emissions from this material do not occur. Acceptable methods to ensure fugitive emissions do not occur are:
- (a) Implement a schedule to wet down material; or
  - (b) Cover the material with a tarp; or
  - (c) Apply an approved foam or other appropriate commercial dust control product.
- (7) This approval to use alternative cover shall expire upon expiration of this operating license.

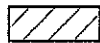

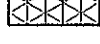
- b. The licensee shall construct all future drainage systems for the leachate collection system in accordance with the following:
- i. The pipe shall be laid on a slope of one percent or greater.
  - ii. The soil drainage layer shall be placed on a minimum slope of two percent in directions perpendicular to the perforated pipes.
- c. The licensee is authorized to recirculate leachate as specified in the approved plan listed in Item 9h. This approval shall expire upon expiration of this operating license.
- d. Approved alternate daily cover materials shall be managed in accordance with the "Operations Plan for Alternate Daily Cover Materials, Woodland Meadows RDF - Van Buren, Van Buren Township, Michigan" prepared by Waste Management of Michigan, Inc., dated April 2013 or an approved subsequent revision to that plan.
- e. Pursuant to Paragraph 2.4 of OWMRP Order 115-03-13, the licensee shall comply with the approved Special Waste/Prohibited Waste Screen Plan required under Paragraph 2.2 of the Order. The approved Special Waste/Prohibited Waste Screen Plan will be incorporated in future licenses by reference.
21. **TERM:** This license shall remain in effect until its expiration date, unless revoked or continued in effect, as provided by, the Administrative Procedures Act, 1969 PA 306, as amended, or unless superseded by the issuance of a subsequent license.

END OF LICENSE






# ATTACHMENT "A"



**WOODLAND MEADOWS, RDF.**  
 PART OF SECTION 1, T.3S., R.8E.,  
 VAN BUREN TOWNSHIP,  
 WAYNE COUNTY, MICHIGAN

	ACTIVE PORTIONS NOT AT FINAL GRADE	151.6 AC.
	UNCONSTRUCTED AREAS WITH FINANCIAL ASSURANCE	+ 31.3 AC.
	UNCLOSED AREA AT FINAL GRADE	+ 23.3 AC.
	ISOLATION AND ANCILLARY AREA	+ 62.8 AC.
	<b>TOTAL SITE AREA</b>	<b>269.0 AC.</b>

### LEGEND

-  PROPERTY LINE
-  SOLID WASTE BOUNDARY LINE
-  MW-208 EXISTING GROUND WATER MONITORING WELL
-  SM-5 SURFACE WATER SAMPLING STATION
-  LEACHATE DISCHARGE LOCATION

**McNEELY & LINCOLN**  
**Associates, Inc.**  
 CIVIL ENGINEERING & LAND SURVEYING  
 PH. (734)432-9777 FAX (734)432-9786  
 37741 PEMBROKE, LIVONIA, MICHIGAN 48152

DATE: 01/04/13  
 JOB NO: 7750.401  
 SCALE: 1"=600'

DWG NAME: 7750.401 01-2013 Attach A.dwg

**Waste Management of Michigan, Inc.**  
**Litigation History for the City of Southfield, Michigan Bid**  
**December 1, 2010 – December 14, 2015**

- A. The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more, and all criminal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved.

<b>Name of Claim, Arbitration, Litigation or Action</b>	<b>Summary of Claim</b>	<b>Amount at Issue</b>	<b>Status/Final Disposition</b>
Hellebuyck, Frank, et al., v. Pine Tree Acres, Inc., et al. (Circuit Court of the County of Macomb, Michigan)	Alleged nuisance claim.	Undetermined	Settled without admission of liability.
EQ v. Waste Management of Michigan, Inc. (3 <sup>rd</sup> Circuit Court, Wayne County, Michigan)	Alleged breach of contract	Undetermined	Settled without admission of liability.
PCBM Management Company, Inc. v. Waste Management of Michigan, Inc. (25 <sup>th</sup> Circuit Court, Marquette County, Michigan)	Alleged overcharge	\$125,000 (approx.)	Judgment issued in favor of PCBM for \$60,000.
Steven Lewis v. Waste Management of Michigan, Inc. (U.S. District Court for the Eastern District of Michigan)	Alleged disability discrimination	Undetermined	Dismissed.
Steven Lewis v. Waste Management of Michigan, Inc. (Third Judicial Circuit, Wayne County Michigan)	Alleged disability discrimination	Undetermined	Settled without admission of liability.
Crawford, et al. v. Waste Management of Michigan, Inc. (35 <sup>th</sup> Judicial Circuit Court, - County of Shiawassee, Michigan)	Alleged underpayment of royalties.	Undetermined	Settled without admission of liability.
Scott DeWitt v. Waste Management of Michigan, Inc.	Alleged discrimination.	Undetermined	Settled without admission of liability.
Lavern Thedford v. Waste Management of Michigan, Inc.	Alleged discrimination.	Undetermined	Settled without admission of liability.

- B. The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer, or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent company for services relating to solid waste management, or against such a government entity by the Proposer or its parent company or joint venture company(ies).

Name of Action	Summary of Claim	Date of Enforcement	Status/Final Disposition
None			

- C. The Proposer shall provide a list of enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Michigan Department of Environmental Quality or any Local Enforcement Agency.

Name of Regulatory Agency	Summary of Claim	Date of Enforcement	Status/Final Disposition
Michigan Department of Environmental Quality	Self-reported incident that Woodland Meadows Landfill accepted and disposal of hazardous waste.	4/25/13	Penalty of \$9,000 paid.



**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**RESOURCE RECOVERY & RECYCLING AUTHORITY OF**  
**SOUTHWEST OAKLAND COUNTY (RRRASOC) MATERIAL**  
**RECOVERY FACILITY (MRF) DELIVERY STANDARDS**

**Appendix B**

**Facility Delivery Standards for Single Stream Recyclables**

**Single Stream Recyclables** consist of the following, loose, uncompacted, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- Aluminum used beverage containers and foil clean of food.
- All plastic bottles with 1, 2, 4, 5, 6 (excluding expanded polystyrene foam, styrofoam) and 7 – including but not limited to:
  - HDPE plastic bottles (RIC Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.
  - PET plastic bottles (RIC Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, and some shampoo bottles.
  - Agricultural Plant trays and Pots (clean, free of residue and soil).
  - Plastic Household Tubs/containers #1, 2 and 4-7, which includes plastic yogurt and margarine tubs, frozen concentrated juice containers, Folgers coffee containers, freezer microwave trays, berry boxes (#1) including attached lids, salad/carryout boxes (#1) (clean, free of residue and soil). #3 is not acceptable.
  - Pots and pans.
  - Multi-coated/plastic-coated paper beverage cartons: including milk and juice cartons (Aseptic).
  - Bulky high density polyethylene (HDPE) is defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category is often referred to as "Injection HDPE".
  - No Plastic film. No plastic bags.

## **CITY OF NOVI**

### **REQUEST FOR PROPOSALS**

#### **COLLECTION & DISPOSAL OF SOLID WASTE:**

##### **REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

- ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.
- OCC - old corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water soluble glues do not have to be removed. OCC can be damp but not soaked. Wax-coated and oriental old corrugated containers are not acceptable.
- Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books.

Maximum allowable contamination rate is 8%.

#### **DELIVERY RULES AND REGULATIONS**

- Residents and businesses are encouraged to discard containers' contents, labels, caps, and rings, and to rinse containers; but there is no requirement for these to be removed from Recyclable Materials.
- Materials delivered as either Commingled Containers or Commingled Fiber or Single Stream Recyclables will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection recycling program.
- Recyclables will not be delivered in bags unless specifically allowed or directed above.

December 2015

Collection and Disposal of Solid Waste: Refuse, Recyclables and Yard Waste  
And Other Services B- 2

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

- Loads will be considered non-conforming to Facility Delivery Standards if: 1. They are found to be contaminated with Hazardous or Infectious Waste and/or is unprocessable; or 2. A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables, but are not Hazardous or Infectious Waste.

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix C**  
**PERFORMANCE BOND**  
**REQUIRED BOND LANGUAGE**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
as Principal, hereinafter called the CONTRACTOR, and \_\_\_\_\_  
\_\_\_\_\_

as Surety, hereinafter called Surety, and held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

for the payment of which the CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has been awarded a Contract by the OWNER for the provision of

*Collection and Disposal of Solid Waste: Refuse, Recyclables & Yard Waste and Other Services*

in accordance with the Specifications prepared by the City of Novi, which award was conditioned on the CONTRACTOR providing this Performance Bond and which Contract upon being fully executed by the OWNER and the CONTRACTOR shall by reference automatically be made a part hereof, and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, in accordance with the terms and conditions of the Contract, then the CONTRACTOR and SURETY shall have no further obligation under this bond; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. The SURETY hereby waives notice of any alteration or extension of time under the Contract made by the OWNER.
2. SURETY'S obligation under this Performance Bond shall arise after the OWNER has declared a Contractor Default as defined below, formally terminated the Contract or the CONTRACTOR'S right to complete the Contract, and notified the SURETY of the OWNER'S claim under this Performance Bond.

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

3. When the OWNER has satisfied the conditions of Paragraph 2 above, the SURETY shall, at the SURETY'S sole cost and expense, undertake one or more of the following actions:
  - a. Arrange for the CONTRACTOR to perform and complete the Contract; provided, however, that the SURETY may not proceed with this option, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason; or
  - b. Perform and complete the Contract itself, through qualified contractors who are acceptable to the OWNER, through a contract between the SURETY and qualified contractors, performance and completion of which shall be undertaken in strict accordance with the terms and conditions of the Contract, including (but not limited to) time for completion; or
  - c. Tender payment to the OWNER in the amount of all losses incurred by the OWNER as a result of the Contractor Default, as determined by the OWNER, for which the SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the Contractor Default, and including all unpaid fees or payments owed to the OWNER by the CONTRACTOR under the Contract, except that SURETY'S payment under this option shall in no event exceed the limit of the Bond Amount. The SURETY may not proceed with this option, in lieu of the options set forth in paragraphs (a) or (b) above, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason.
4. The SURETY shall proceed under Paragraph 3, above, within fourteen (14) business days after notice from the OWNER to the SURETY of the Contractor Default, of the formal termination of the Contract or the CONTRACTOR'S right to complete the Contract, and of the OWNER'S intention to have SURETY complete the Contract, except that SURETY shall proceed within twenty-four (24) hours after notice where the notice states that immediate action by SURETY is necessary to safeguard life or property.
5. If SURETY fails to proceed in accordance with Paragraphs 3 and 4, above, then SURETY shall be deemed to be in default on this Performance Bond three (3) business days after receipt of written notice from OWNER to SURETY demanding that SURETY perform its obligations under this Performance Bond. Thereafter, if notice to SURETY is without effect, OWNER shall be entitled to enforce any legal or equitable remedies available to OWNER, including completion of the Contract by contractors of its own choosing or OWNER'S employees or agents, and CONTRACTOR and SURETY shall, jointly and severally, be liable for all costs of such completion and all consequential losses, costs, and expenses so incurred (including all unpaid fees and expenses owed to the OWNER by the CONTRACTOR as a result of the CONTRACTOR'S default).
6. After OWNER has terminated the Contract or the CONTRACTOR'S right to complete the Contract, and if SURETY is proceeding under subparagraphs 3(a) or 3(b) above, then the responsibilities of SURETY to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the SURETY

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**

**COLLECTION & DISPOSAL OF SOLID WASTE:**

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shall not be greater than those of the OWNER under the Contract. SURETY shall be obligated to the limit of Bond Amount as set forth on the front page; subject, however, to a commitment by the OWNER for payment to the SURETY of the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

- a. The responsibilities of CONTRACTOR for correction of defective or unsuitable work and performance and completion of the Contract.
  - b. Additional legal, design professional, and delay costs incurred by the OWNER as a result of the Contractor's Default, and as a result of SURETY'S actions or failures to act under Paragraph 5, above;
  - c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the OWNER as a result of delayed performance or nonperformance of Contract by the CONTRACTOR or the SURETY; and
  - d. Payment of all unpaid and due and owing fees or payments owed to the OWNER under the Contract at the time of the Contractor Default.
7. To the extent of payment to the SURETY of the Balance of the Contract Price, SURETY shall defend, indemnify, and hold harmless OWNER from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the OWNER by the CONTRACTOR or by any other party and which arise from or by reason of payment to the SURETY the Balance of the Contract Price.
8. All notices to SURETY or CONTRACTOR shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in address of SURETY or CONTRACTOR, such party shall promptly provide notice to the OWNER and the other party, with such notice to include the Contract number and this Performance Bond number.
9. Any provision of this Performance Bond that conflicts with the statutory or legal requirements of Michigan Public Act 213 of 1963 shall be deemed deleted here from and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.
10. The law controlling the interpretation or enforcement of this Performance Bond shall be Michigan law.
11. Definitions
- a. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including change orders and credits due the OWNER, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the

**CITY OF NOVI  
REQUEST FOR PROPOSALS**

**COLLECTION & DISPOSAL OF SOLID WASTE:  
REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

Contract and reduced further by all direct costs and expenses incurred by the OWNER as a result of the Contractor Default, including costs of additional supervision or inspection by OWNER of the CONTRACTOR'S work under the Contract and fees and expenses paid to consultants or others hired by the OWNER for purposes of monitoring or investigating the CONTRACTOR'S work under the Contract.

- b. Contract: The agreement between the OWNER and the CONTRACTOR identified on the front page.
- c. Contractor Default: "Contractor Default" shall mean the failure or refusal of the CONTRACTOR, after written notice from the OWNER, to cure or remedy, or commence to sure or remedy, a violation of the contract within the time for such cure or remedy under the Contract. "Contractor Default" shall also mean the occurrence of an "event of default" or a "termination for cause" as those or similar terms are defined or provided for in the Contract's terms, conditions, and provisions.

Signed and Sealed This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

In the Presence of: \_\_\_\_\_ *(fill-in name of contractor)*

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

WITNESS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Bond No.

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix D: Technical Proposal Form A**  
**Proposer's Statement of Organization**

1: Full Name of Business Concern (Proposer)

Waste Management of Michigan, Inc.

2: Principal Business Address:

19200 W. 8 Mile Rd.

Southfield, MI 48075

3: Principal Contact Person(s):

Brian J. Conway, Public Sector Solutions, Rep.

Terel Patrick, District Manager

4: Form of Business Concern (Corporation, Partnership, Joint Venture, Other)

Corporation

5: If a corporation, in what state Incorporated and date of Incorporation:

State: Michigan

Date: 1944

6: Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer:

Name Denise J. Gretz

Address 48797 Alpha Drive, Suite 150

Title President

Authorized To Sign (Please See Assistant Secretary's Certificate)

Please See Officers And Directors For Complete List



**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**TECHNICAL PROPOSAL FORM A CONTINUED**

- 7: If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships:**

*Waste Management of Michigan, Inc. is a wholly owned subsidiary of  
Waste Management Holdings, Inc. - Waste Management Holdings, Inc.  
is a wholly owned subsidiary of Waste Management, Inc.*

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**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix D: Technical Proposal Form B**

**Proposer's Staffing**

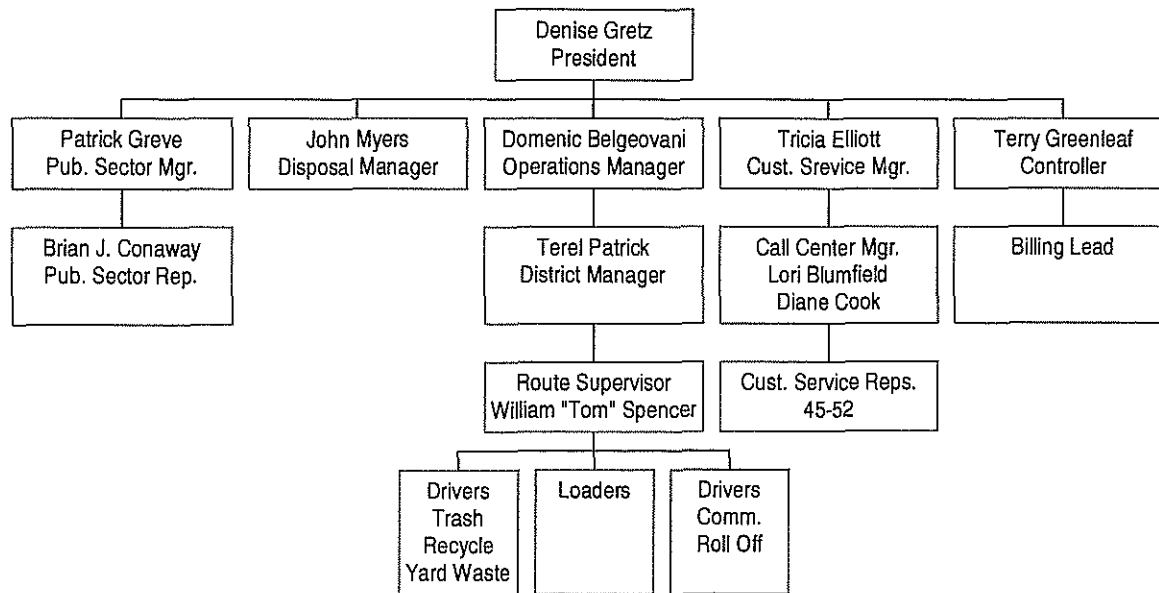
- 1: Organizational Chart:** Attach an organizational chart(s) for the Proposer's staff, showing for each Service Type the necessary staffing by position, number of staff per position and organizational responsibilities of each staff position and qualifications required for each position.
- 2: Professional/Management Staff Resumes:** For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the Proposer.

- 1: Names and Title
- 2: Project Assignment
- 3: Name of Company working for:
- 4: Years Experience with:
  - This Company:
  - With Other Similar Companies:
- 5: Education:
  - Degrees:
  - Year and Specialization:
- 6: Professional References: (List a minimum of 3)
- 7: Other Relevant Experience and Qualifications

**List Names and Titles of Attached Professional/Management Staff Resumes:**

- 1: Name Brian J. Conaway Title Public Sector Solutions Rep
- 2: Name Terel Patrick Title District Manager
- 3: Name William Spencer Title Route Manager
- 4: Name \_\_\_\_\_ Title \_\_\_\_\_
- 5: Name \_\_\_\_\_ Title \_\_\_\_\_
- 6: Name \_\_\_\_\_ Title \_\_\_\_\_
- 7: Name \_\_\_\_\_ Title \_\_\_\_\_

Waste Management of Michigan, Inc. Organizational Chart





**Terel Patrick**  
**District Manager, Detroit Central**

**PROJECT ASSIGNMENT**

Serve as main interface between WM and City officials for initial and ongoing implementation of collection, hauling and disposal operations including oversight and management of WM route supervisors.

**COMPANY NAME**

District Manager, WM Detroit Central May 2015-Current

**EXPERIENCE**

Account Manager Protrans International	2012- Jan. 2015
Senior Logistics Manager Ryder Integrated Logistics	2011-2012
Logistics Manager Ryder Integrated Logistics	2008-2011
Implementation Project Manager Ryder Integrated Logistics	2007-2008
Customer Logistics Manager Ryder Integrated Logistics	2006-2007

**EDUCATION**

BS Sociology and Criminal Justice, Illinois State University, Normal, IL –  
Graduated June 1994



**Brian J. Conaway**  
**Public Sector Solutions Representative**

**PROJECT ASSIGNMENT**

Serve as main interface between WM and City elected and appointed officials for initial and ongoing contractual level matters. Also serve as main point of contact between WM and City for design and implementation of initial and ongoing community outreach and communication efforts.

**COMPANY NAME**

Waste Management of Michigan July 2000- current

**EXPERIENCE**

WM – Area Mgr., Community and Municipal Relations	June 2003 – April 2012
WM – District Manager, Detroit North	July 2000 – May 2003
Upstate Disposal – Operations Manager	Feb 1999 – June 2000
BFI of Michigan – Asst. Ops Manager	July 1995 – Jan 1999
BFI of Michigan – Market Development Manager	April 1992 – July 1995

**EDUCATION**

BS Social Work – Graduated June 1980 Siena Heights College



## **William “Tom” Spencer Route Manager**

### **PROJECT ASSIGNMENT**

Serve as main interface between WM and departmental staff ongoing management of work crews and direct service delivery. Also serve as main point of contact between WM and departmental staff to address any issues, concerns and service oriented requests. Responsible for daily interface with department staff designated by city with oversight for the curbside solid waste collection services.

### **COMPANY NAME**

Waste Management of Michigan

January 1990 - Current

### **EXPERIENCE**

WM – Maintenance Supervisor  
Laidlaw – Dispatcher/Operations

January 1990 – November 1999  
July 1970 – December 1989

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix D: Technical Proposal Form C**

**Residential Refuse Collection Vehicles**

**1: Manufacture and Model**

A: Cab and Chassis Freightliner

B: Body McNeilus

**2: Number of Vehicles**

A: Currently Owned 30

B: Planned for Purchase 1

**3: Cab and Chassis**

A: Walk-in Cab  yes  no

B: Dual Drive  yes  no

**4: Body**

A: Rated Capacity 35 cubic yards

B: Practical or Net Capacity 32 cubic yards

C: Number of Bins/Compartments 0 cubic yards

D: Expected Material Density (fully loaded) 350 lbs per cubic yard

E: Type of Body Loading  
(front, rear, side load, etc.) Front

F: Direction and Type of Unloading  
(rear hoist, rear extrusion, side, etc.) Rear

G: Overall Height When Roof of Body is Open 180 inches

**5: Will the Vehicles be Owned, Leased or Other?**

Owned

**6: Rate of Fuel Usage?**

3 Miles per gallon

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix D: Technical Proposal Form D**  
**Municipal Site Refuse Collection Vehicles**

**1: Manufacture and Model**

A: Cab and Chassis Freightliner

B: Body McNeilus

**2: Number of Vehicles**

A: Currently Owned 15

B: Planned for Purchase 1

**3: Cab and Chassis**

A: Walk-in Cab  yes  no

B: Dual Drive  yes  no

**4: Body**

A: Rated Capacity 35 cubic yards

B: Practical or Net Capacity 32 cubic yards

C: Number of Bins/Compartments 0 cubic yards

D: Expected Material Density (fully loaded) 350 lbs per cubic yard

E: Type of Body Loading  
(front, rear, side-load, etc.) Front

F: Direction and Type of Unloading  
(rear hoist, rear extrusion, side, etc.) Rear

G: Overall Height When Roof of Body is Open 180 inches

**5: Will the Vehicles be Owned, Leased or Other?**

Owned

**6: Rate of Fuel Usage?**

3 Miles per gallon



**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix D: Technical Proposal Form E**

**Residential Recycling Collection Vehicles**

**1: Manufacture and Model**

A: Cab and Chassis

Autocar

B: Body

McNeilus

**2: Number of Vehicles**

A: Currently Owned

12

B: Planned for Purchase

3

**3: Cab and Chassis**

A: Walk-in Cab

yes  no

B: Dual Drive

yes  no

**4: Body**

A: Rated Capacity

35 cubic yards

B: Practical or Net Capacity

32 cubic yards

C: Number of Bins/Compartments

2 cubic yards

D: Expected Material Density (fully loaded)

200 lbs per cubic yard

E: Type of Body Loading  
(front, rear, side-load, mechanical, etc)

Front

F: Direction and Type of Unloading  
(rear hoist, rear extrusion, side, etc.)

Rear

G: Overall Height When Roof of Body is Open

180 inches

**5: Will the Vehicles be Owned, Leased or Other?**

Owned

**6: Rate of Fuel Usage?**

3 Miles per gallon

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix D: Technical Proposal Form F**

**Residential Yard Waste Collection Vehicles**

**1: Manufacture and Model**

A: Cab and Chassis Freightliner  
B: Body McNeilus

**2: Number of Vehicles**

A: Currently Owned 20  
B: Planned for Purchase 0

**3: Cab and Chassis**

A: Walk-in Cab \_\_\_\_\_ yes  no  
B: Dual Drive  yes \_\_\_\_\_ no

**4: Body**

A: Rated Capacity 35 cubic yards  
B: Practical or Net Capacity 32 cubic yards  
C: Number of Bins/Compartments 0 cubic yards  
D: Expected Material Density (fully loaded) 100 lbs per cubic yard  
E: Type of Body Loading (front, rear, side-load, mechanical, etc) rear  
F: Direction and Type of Unloading (rear hoist, rear extrusion, side, etc.) rear  
G: Overall Height When Roof of Body is Open 180 inches

**5: Will the Vehicles be Owned, Leased or Other?**

Owned

**6: Rate of Fuel Usage?**

3 Miles per gallon

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix D: Technical Proposal Form G**  
**Exceptions to RFP Specifications and Service Agreement**

Proposers are to prepare the Cost Proposal forms based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form.

In the event the Proposer takes exception to the RFP specifications, they may set forth those exceptions in the following manner.

- 1: The exceptions are to be presented on a paper whose pages are titled, "Form G: Exceptions to Agreement"
- 2: Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City of Novi, its customers or both, and the specific dollar change in each of the various service rates, as proposed by the Proposer in this RFP, that would take place if the exception was accepted by the City of Novi.

- 3: The exceptions must be followed with the following language without exception.

**"Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The Proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**

- 4: This form must be signed by an individual authorized to commit the Proposer's firm to the Agreement in the manner set forth below.

Signature: \_\_\_\_\_

*Denise J. Gretz*

Type Name: \_\_\_\_\_

*Denise J. Gretz*

Title: \_\_\_\_\_

*Area President*

Date: \_\_\_\_\_

*January 28, 2016*

*Please note that if exceptions are taken, all required information, as set forth above must be submitted*



“FORM G: EXCEPTIONS TO AGREEMENT”

Section 2.1 Term: The initial term of the contract is for five (5) years commencing on March 21, 2016, and ending December 31, 2020. The City may renew the Contract for one (1) three (3) year term (extension) under the conditions set forth in the contact. The City shall give the Contractor written notice of its intention to extend the contact period no later than ninety (90) days prior to the expiration of the contract.

EXCEPTION: It appears this language gives the City Novi the unilateral authority to extend the contract for one (1) three (3) year term. WM prefers any extension to be mutually agreed upon in writing by both parties. WM hereby sets forth our understanding of the RFP language that execution of the 3-year option will remain mutual between the parties and the final contract/service agreement as outlined in Section 2.1 Term will reflect the same. If the city desires that the 3-year option is part of the initial contract for a total term of 8-years, WM Corporate approval of the final contract document will be required prior to its execution.

Language: Upon mutual agreement of both parties, the Contract may be extended under the conditions set forth in the contract.

Benefit: Mutual agreement of any contract extension term will result in services and flexibility in pricing acceptable to both the city and WM as it's contractor. Residents will continue to receive service excellence at the curbside.



“FORM G: EXCEPTIONS TO AGREEMENT”

2.3.1 Field Rules and Regulations: The contractor, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the City may promulgate from time to time.

Item #6. The City expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.

Exception: This language is not clear on how contractor will receive information from the City and the manner which contractor can respond to the changes initiated by the city in this regard. WM requests this clause include language that any changes will not impede or impact the service operations of the contractor. Also add this additional wording to end sentence #6, “that are provided to the Contractor in writing.”

Benefit: Residents will continue to receive service excellence at the curbside.

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**  
**Appendix E**

**Municipal Street Statistics**

In order to provide potential bidders a complete picture of the City of Novi's street inventory a summary of such has been provided below:

**Center Lane Miles in Novi:**

Public            244.70

Private           79.85

Public = City-Local + City-Major + County Owned

Private = Not accepted by City Council

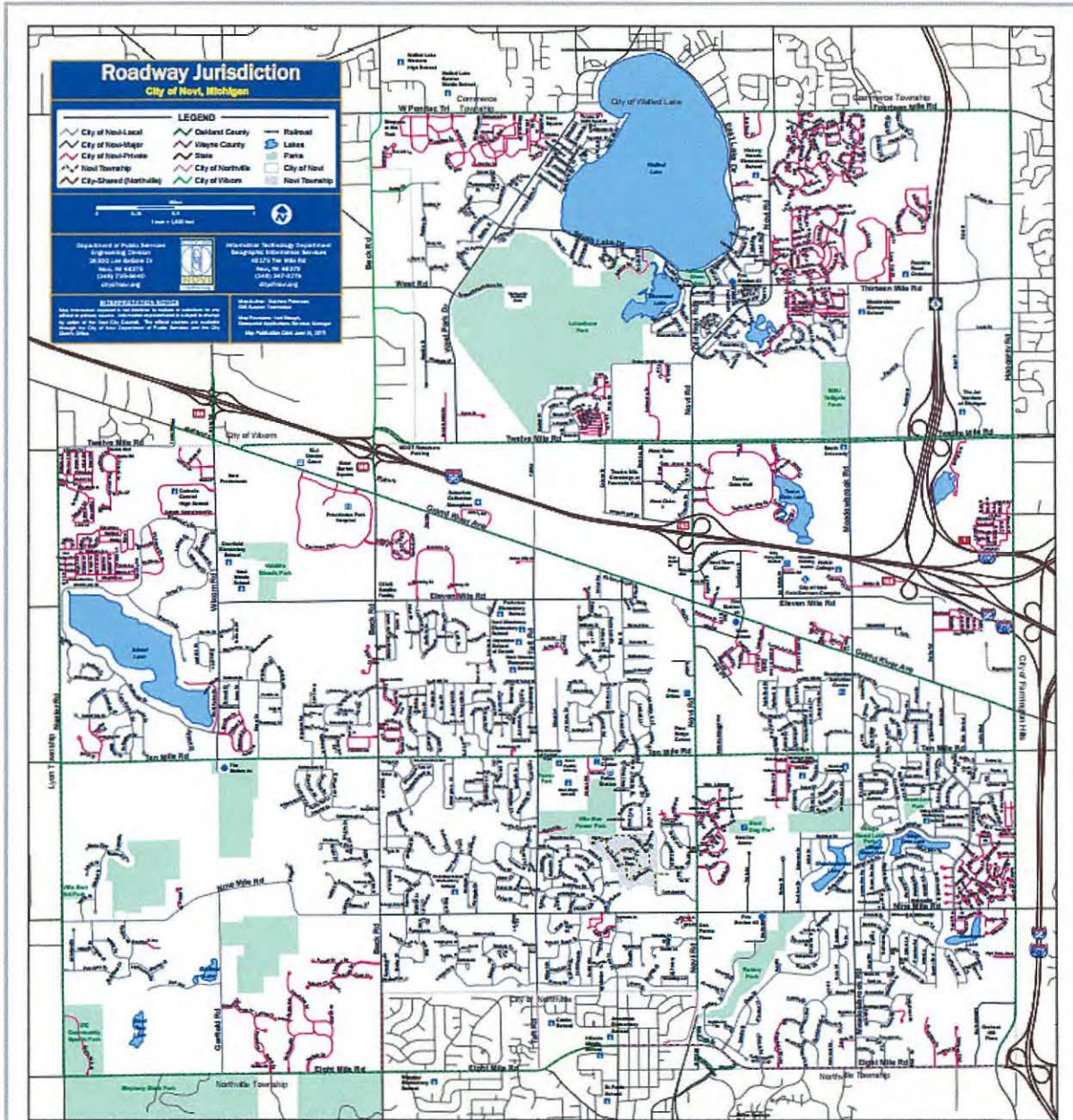
Current statistics of units on public streets vs. private streets:

<b>Type of Development</b>	<b>Status</b>	<b>Street Jurisdiction</b>	<b>Number of Units</b>
Single Family Residential	Built	Public	10,930
		Private	1,755
Single Family Residential	Pending		573
Attached Condominium	Built	Public	1,536
		Private	2,538
		<b>TOTAL</b>	<b>17,332</b>

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix E**

**Municipal Street Map**



Most up-to-date map can be found digitally

<http://cityofnovi.org/Community/Map-Gallery/PDFMaps/RoadwayJurisdiction.aspx>

December 2015

Collection and Disposal of Solid Waste: Refuse, Recyclables and Yard Waste E-2



WM files consolidated financial reports. The Certified Financial Statements are included in the Waste Management Annual Reports. Current and archived reports can be accessed on line at the following web address.

<http://investors.wm.com/phoenix.zhtml?c=119743&p=irol-reportsannual>

As requested in the RFP package, this information provides evidence of our current financial status. The annual report also provides additional detailed information on Waste Management.

Copy and paste the link above, this will take you to the Waste Management site to access the reports. The 2014 Annual Report icon appears. On the right side of the page Click on Interactive or PDF Format. The report is 238 pages.

- 10-K Filing follows Appendix A1 – A6
- Page 72 Index To Consolidated Financial Statements
- Consolidated Financial Statements





## **INTRODUCTION TO PROPOSAL**

Waste Management is pleased to present its proposal to provide integrated solid waste services to residents in the City of Novi under a new Single Hauler Program. WM currently provides subscription based solid waste, recycling, yard waste and bulk collection services to a number of households in the city. WM has the financial resources, trucks and ancillary equipment, employees and maintenance infrastructure to deliver the services as outlined in the City of Novi's RFP Specifications. WM has the capacity and expertise to deliver the curbside collection and disposal of solid waste and bulky item, recycle collection with delivery to the RRRASOC MRF and yard waste collection and delivery to compost processing facility. We have the ability to service residents with special needs as required by the city of Novi that includes commercial frontload, roll-off open tops and compactors. The WM site of operations is located at 19200 W. 8 Mile Road in the city of Southfield.

WM has provided solid waste collection services in the State of Michigan for over 60 years. WM has provided recycle collection and separated yard waste since the inception of source separated initiatives and mandates in the state of Michigan. Our employee base, safety and workforce training programs are second to none in the industry. WM provides the necessary personal protective equipment to our employees during the normal seasonal and in-climate weather related occurrences. We ensure our employees are prepared to perform the promised services on a daily basis. WM is capable of servicing standard resident provided 35-gallon trash containers or contractor provided 96 gallon wheeled carts, 64-gallon wheeled carts for recycling collection and yard waste in compost

bags or resident provided 32 – 35 gallon containers marked yard waste for collection.

In addition to meeting the specification, WM employees will deliver a high level of service and go above and beyond this standard, striving to exceed service expectations of the resident and city administration. WM has the financial resources to provide the Performance Bond and Liability Insurance coverage as required in the specifications. Included in this proposal is a sample copy of the Certificate of Liability Insurance for Bid Purposes Only and a Consent of Surety stating the Performance Bond will be provided if WM is awarded a service contract.

Following are some of the highlights of our company:

#### Waste Management Experience

Incorporated in the State of Michigan, Waste Management has provided integrated solid waste services in Michigan for over 60 years. There are currently 12 hauling companies and 13 landfills in the State of Michigan operated by WM. WM continues to consolidate operations and acquire new companies that will provide a benefit to our customer base. There are no changes to our company or structure that would negatively impact a new service contract with the City of Novi.

WM Detroit Central currently provides curbside services to the Cities of Southfield, Farmington, Farmington Hills, Wixom, Highland Park and Village of Franklin. Each of these can be used as a reference for this RFP response. WM has the company experience, financial strength, equipment and employees to provide collection services, roll off and commercial related services for the City of Novi. WM agrees to continue to provide and furnish all labor, materials and equipment required to perform this work. Under Alternate #1 and Alternate #2, WM plans to use existing collection equipment with the addition of a Curratto Can with a cart tipper for cart service. WM has decided to No Bid Alternate #3 because of the semi-automated service with additional material outside of the trash cart, we believe this defeats the purpose of trash cart service. WM installed

a CNG fueling station and converted the W. 8 Mile facility fleet to CNG fuel beginning in the winter of 2013. A cleaner fuel that reduces the amount of CO<sub>2</sub>-equivalent greenhouse gasses in the atmosphere. The CNG trucks are quiet and friendly to the environment.

WM has talented and well trained CDL drivers who are tenured employees. They are capable of operating any type or model of solid waste service vehicles from residential, commercial and industrial. Our training programs prepare our employees for the service options asked for from municipal and township officials. WM provides work crews who are ethical and trustworthy to operate collection equipment and service our curbside collection contracts on a daily basis. WM is prepared to continue services beginning July 1, 2016.

### **Waste Management is a Trusted and Valued Community Partner**

- **Partnership:** Waste Management is proud to be the trusted and valued partner to the City of Novi and to many of the communities we service each day. We look forward to continuing to build upon this partnership with the City. WM supports neighborhood events held by some of our customers by providing event trash and/or recycle boxes.

### **Waste Management is committed to Environmental Stewardship**

- **Going Green:** WM believes that a community should demand nothing less than "Green" practices from its environmental solutions provider, by insisting that they lead the way through their actions, providing sustainable and environmentally friendly solid waste service. As you consider utilizing cart service there is the opportunity for continued education about recycling and the environmental impact. Also, the opportunity to increase the single stream recycle volume by residents. WM operates CNG trucks in the City of Novi which has a significant impact on the air quality throughout the neighborhoods.

- **Resource Management:** Our Service Delivery Optimization program allows WM to develop routing plans that maximize the number of collection vehicles on the city's streets. Our district management team works closely with the direct service crews to maximize the number of service units by line of business, to ensure the minimum number of collection vehicles on the streets during your service day. Route Managers have direct communication with the service trucks to communicate any service issue that may need immediate attention, as well as their ability to monitor daily progress of the routed trucks.

### **Waste Management Equipment, Technology & Savings**

- **Equipment:** WM has more than 50 frontline and spare service vehicles (including rearload, automated frontload, roll-off and recycle style vehicles) available at the WM hauling district responsible for service delivery in the City of Novi. The CNG fuel trucks were put into service the winter of 2013 and they continue to deliver daily to our customers. The average age of the curbside collection vehicles is 2.5 years. WM has a strong vehicle maintenance program with staffing during the day when trucks are on the road and evenings to perform scheduled maintenance services.
- **Technology:** Onboard computers in all of our collection vehicles allows WM to manage our routes, increase our efficiencies, and reduce emissions from our vehicles throughout the City by minimizing service time on the road. The onboard computer technology allows drivers to see the mapped sections they will service on any particular day, tap an icon to access tickets showing special services scheduled for the day. The Route manager can access from their own Onboard Computer the locations of routed trucks he is responsible for and send instant messages if there is a reported missed stop or some other service issue we need to address immediately. The vehicles are also equipped with Drive-Cam that allows in cab visuals and a view of what the driver see's from the windshield.

Drive-Cam is used as a training tool to improve safety and driver on road performance.

- **Bagster:** The WM Bagster is a service available to residents and city departments. In many instances, the Bagster product may be more cost effective, convenient and offer a degree of flexibility in placement not allowed by a traditional roll-off container. The Bagster is described as a “dumpster in a bag”. It expands to a length of 15 feet in length and will hold up to 3,000 pounds of material. WM will provide 300 free Bagster’s per year to the City of Novi under a new service contract, once filled, users of the Bagsters will need to pay the removal fee and schedule the collection by calling customer service or managing the collection service online.

### **Waste Management & People**

- **Dedicated Professionals:** The WM collection crews who service City of Novi are typically the same each week. Our crews gain a unique familiarity with the city including daily road conditions, traffic patterns, customer behaviors and service expectations. This unique understanding allows WM work crews to complete their work in a timely, efficient and professional manner in accordance with your standards and our goal to provide the highest level of service in the industry. In the event of replacement drivers on the routes, the On Board Computer will guide them through the route and the Route Manager can alert them to any area that requires specific service knowledge such as back downs, one way streets, etc.

## **Waste Management Is Easy to Do Business With**

- **Daily Contact with Customer:** The City representatives will have the mobile phone numbers and email of the WM Route Manager for immediate contact capabilities at all times. Our Route Managers will check in with city staff each day we are in the community to ensure that service is meeting your expectations. Also, the Public Sector Solutions Representative will be a point of direct contact with the city as well. The PSS rep is responsible for contract management and to address any issues expressed by city officials.
- **Communication:** All of our trucks and support equipment have on board computers that allow for real time communication capability to ensure timely communication to address any issues that arise during the day. We plan ahead to ensure quality service to our customers.

## **Going Green starts with finding the right partner:**

Together WM and the City of Novi can build upon successful partnerships for delivery of one of the most important public services provided to your residents.

Thank you for this opportunity!



### **WM SERVICE:**

WM will provide curbside solid waste collection in resident provided 32 – 35 gallon trash containers or the 96 gallon trash cart if selected by the city, collection of bulky waste item such as washers, dryers, water heaters, stoves, refrigerators, residential freezers and other items as defined in the RFP. WM will uphold the protection of the environment by ensuring the proper evacuation of Freon from refrigerated bulk items. All metal items will be collected by the rear load bulk truck, and taken to the WM site for evacuation and disposed of properly at a local scrap yard. WM will service the 64 gallon single stream recycle carts on a weekly service schedule. Separated yard waste collection in marked containers or brown kraft bags will be serviced weekly at the curbside. WM will provide roll off and front load service for municipal buildings and various complexes, containers and other collections to support municipal operations that are a part of this integrated service contract. Solid waste material will be disposed of at the Woodland Meadows RDF, located in Wayne, MI. Recycle material is delivered to the RRRASOC MRF for processing. In our daily service delivery, we are flexible enough to make necessary adjustments to meet and exceed service expectations. WM's years of experience servicing the residents in the city of Novi as subscription based customers is very important to our employees. WM recognizes 6 holidays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Any time the holiday falls during the week, scheduled service falls back to the next day. WM will be on time each week if not delayed by weather or unusual traffic patterns. We will begin the routes for trash, recycle and yard waste in the same location each week around 7:00 am. We will take pride in being timely week after week ensuring to minimize vehicle down time. Any set out issues will be tagged and the issue noted, any Household Hazardous waste set out will be reported immediately as this program does not include collection of household hazardous waste. Residents will be advised of how to prepare bulk item set out, limited number of rolled carpet pieces and their lengths for collection under the bulk item program.



**PUBLIC EDUCATION AND OUTREACH:**

The WM Public Sector Representative and Community Relations Representative are available to work with the city of Novi representatives on the ongoing coordination and implementation of the education and outreach activities as part of the regular communication programming. Developing the appropriate service information, educational literature and talking directly to residential homeowners and senior groups to get the word out about the recycling program is important to growth and quality of the curbside recycling effort. Direct contact for Kathy Klein, Community Relations Representative is 734-231-8258. Kathy is also responsible for facility tours and education, she has entertained various group who have requested tours of the material recovery facilities and the WM Woodland Meadows Landfill in Wayne Michigan. We refer them to contact persons at RRRASOC or ReCommunity for the MRF tours. We continue encourage and to honor these requests as they are received.





## WM Service Plan

### Solid Waste Collection & Disposal Program Overview

**WM CURBSIDE PROPOSAL:** Waste Management is pleased to present its proposal to continue to provide integrated curbside solid waste services to residents the City of Novi. WM has successfully delivered the services as described throughout the RFP specifications for over 40 years. We are hopeful we are selected by the city to negotiate a service contract that will allow WM to deliver curbside solid waste solutions, recycle, yard waste and bulk to the residents of the city of Novi. WM will work with the city to enhance the curbside trash and recycle program with the introduction of 96 gallon trash and 64 gallon recycle carts. WM proposes to provide curbside solid waste and bulk item collection and disposal, recycle collection and delivery to RRRASOC's material recovery facility, separated yard waste collection and delivery to composting facility as outlined in the RFP. WM proposes to provide special services for commercial and roll off as outlined in the RFP and storm damage collection when needed. Currently residents can use their own 35 gallon container for trash and 18 gallon bin for recycling. Alternate #1 allows residents to continue the use of their up to 35 gallon trash container in addition to a 64 gallon cart for recycling. This alternate allows residents to make a larger impact on waste diversion by providing additional single stream recycle materials to be placed in the cart. Alternate #2 and Alternate #3 offer 96 gallon cart for trash and 64 gallon cart for recycling which may be appreciated by residents who currently use multiple containers and bins to set out their trash and recycled material especially for those who may have disposed of the recyclable material due to a space limitation issues with their bin. This single hauler service RFP offers residents consistent and reliable service and reduces the number of trucks traveling through the city on any given day. WM has employees who have worked on the curbside routes delivering collection services for a smaller number of residents in the city for over 20 years, they are proud

of this tenure and will continue to work to service above and beyond the standards they have establish. WM is prepared to deliver collection service without interruption on July 1, 2016. Our management team and employees have faced many challenges over the years from extended street closures, basement floods, winter storms and road repairs. Throughout all of these challenges, our team has developed solutions to deliver uninterrupted services each day to residents. WM has the commercial and industrial service equipment to provide front load commercial containers and roll off containers as required to service the city facilities, condo complexes and other service applications. We understand all service collection is weekly. Residents are encouraged to use bags for their trash to keep the City of Novi clean and prevent blowing debris. Any residential containers damaged by WM employees will be replaced, any spills caused by WM employees will be cleaned up. Our trucks are equipped with broom and shovel in case these events occur. Any stops that pose a collection issue for the work crews will be properly tagged and the issue noted on the tag, these stops will be reported to the representatives of the city.

WM will deliver collected solid waste to the WM operated Woodland Meadows RDF in Wayne, MI. Woodland Meadows RDF facility is a state of the art landfill with gas collection plant that provides power to Ford Motor Wayne Stamping and Wayne Assembly facilities. WM agrees to indemnify, defend and hold harmless from all liability for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state law incurred as a result of solid waste disposal under the service agreement. Woodland Meadows has significant years of life remaining exceeding the term and any extensions of this contract. The current life under the developed cells is 13 years, there are more undeveloped acres at this disposal facility.



**RECYCLE COLLECTION:**

WM will work with the cart manufacturer Cascade, to distribute the 64 gallon recycle carts to each household in the city of Novi. The city will need to provide WM a address list so that each numbered cart will be assigned to an address in the city. The cart stays with the property and should not be taken by a resident if they move to another property within the city. The distribution will be preceded by an announcement by mail, on the city's website and the RRRASOC website. We would encourage this announcement to appear on the city's electronic message board in front of city hall. WM employees will service each cart one time per week on the scheduled collection day and deliver the materials to the RRRASOC processing facility. Residents will be advised of cart placement in the service brochure to assist them in minimizing any issues that will impact their service. Residents will be encouraged to rinse their materials and crush plastics, cartons and cans to maximize space in their carts. They will soon realize the ease of using their carts and the benefit of the additional volume as they divert as many materials from the waste stream as possible. Residents have the benefit of single stream recycling as the processing technology and equipment continue to evolve. Residents will be encouraged through education to look for recycle symbols on their materials to ensure they are recyclable and acceptable materials. WM will service the carts in a manner that will give each resident long term use, if for any reason a cart is damaged WM will either repair the cart or replace it within 24 hours of notification. Reports on set out rates will be made available to the city.



## **RECYCLE EDUCATION:**

WM will prepare education materials and brochures with the most up to date recycle material guide that identifies and promotes the current list of single stream commodities that are to be placed in their container for recycling. The RFP contains a comprehensive list of acceptable single stream recycle materials and outline of the Facility Delivery Standards for the RRRASOC MRF. The educational materials and information brochure will be made available to residents and distributed by mail, we recommend availability on the city of Novi website and other media communications. WM will support these efforts to ensure residents of Novi have every opportunity to recycle the right materials, delivering the best and cleanest materials possible to the processing facility. The education information provided to residents encourages their participation and will increase their level of the proper material volumes and acknowledge their diversion rate from landfill disposal. WM commits our expertise to educate residents, encourage their participation and increase their recycle volume. WM Community Relations personnel and Public Sector Representative will be available to visit HOA meeting, senior center, etc. to educate and present recycle program information in response to the interest of residents. WM will include information on our Recycle Often Recycle Right campaign to supplement current information to encourage continued improvement of the quality of the recycle stream and reduce dirty and non-recyclable materials to improve the quality of the baled material. Encourage residents to take the recycle pledge by signing up on the [recycleoftenrecycleright.com](http://recycleoftenrecycleright.com) website and become a Recycle Ambassador.

Also included in this proposal is information on RecycleBank, the WM partner that offers an award winning incentive based recycling rewards program. RecycleBank offers educational activities to engage residents to better understand how purchasing and usage of recycled products improve their disposal habits and impact the waste stream. The resource of information for a greener lifestyle is at the fingertips of residents. Residents set up their account and receive points from the volume of material recycled

on the collection route. Residents can redeem their accrued points for discounts at a number of business partner locations. RB business developers will pursue relationships with local businesses in the city of Novi to encourage local buying. Additional information on RB is included in this proposal. The inclusion of this program will need to be negotiated as a part of the overall service contract.



# BROWNSTOWN TOWNSHIP

## SOLID WASTE PROGRAM

Overview of Waste Collection Service

### PICK UP SCHEDULE

**To ensure pick-up, have your rubbish at the curb by 6:00 a.m. or the night before your collection day.**

Due to traffic, road conditions, weather and volumes we may sometimes run at a different time.

**Contain all rubbish in garbage cans no larger than 32-gallons,**

with lids or placed in tied plastic bags. Cans over 32-gallons cannot be emptied. Cans or bags must weigh no more than 50 pounds each.

**Help keep your Township clean by containing all items; loose items can turn into blowing litter in your neighborhood.**

### WHAT ABOUT LARGE ITEMS?

Large items such as appliances, furniture, mattresses, carpet, etc. should be placed at the curb with your rubbish on your regular collection day.

**Please cut and roll carpet into sections 4-foot or less in length weighing 50 lbs or less. Tie with string or tape. Please call WM (866-797-9018) at least 24-hours in advance of your collection day before placing items containing Freon (refrigerators, freezers, air conditioners) at the curb for collection. A fee of \$40.00/item applies.**

### ITEMS THAT WE CANNOT TAKE

- **Liquid waste** (gasoline & automobile oil)
- **Construction/roofing debris** (have your contractor haul away or call WM for a quote on a dumpster: 800-796-9696)
- **Wet paint cans** (let paint dry and place at curb with lid off.)
- **Car and truck parts/engines/ tires**
- **Hazardous wastes**
- **Yard waste mixed w/ rubbish**
- **Wood/dry wall**
- **Concrete/bricks**
- **Fencing/railroad ties**
- **Tree stumps**
- **Propane tanks**
- **Loose needles/sharps** (SEE BELOW)

### SHARPS/NEEDLES

**Please do not place needles loose in your trash, this creates a safety hazard for our workers.**

An economical way to safely dispose of your needles is to place them in a hard plastic container such as a laundry detergent bottle. Once full, secure the lid and place the container in your rubbish. Waste Management does offer a needle disposal program for as little as \$20. For more information log on to [www.WM.com](http://www.WM.com)

### MISSED PICK-UP OR PROBLEMS?

Contact **WM** at  
**866-797-9018**

or

**CUSTOMERSERVICE\_MIOHIN@WM.COM**

## YARD WASTE – IT'S THE LAW!

*Michigan law prohibits the depositing of yard waste in landfills. This means yard waste must be separated from regular household trash at the curb and taken to a yard waste recycling site.*

## YARD WASTE IS COLLECTED AS FOLLOWS:

### YEARLY SCHEDULES:

• <b>2013</b>	<b>April 1<sup>st</sup></b>	<b>December 6<sup>th</sup></b>
• <b>2014</b>	<b>March 31<sup>st</sup></b>	<b>December 5<sup>th</sup></b>
• <b>2015</b>	<b>March 30<sup>th</sup></b>	<b>December 4<sup>th</sup></b>
• <b>2016</b>	<b>April 4<sup>th</sup></b>	<b>December 9<sup>th</sup></b>
• <b>2017</b>	<b>April 3<sup>rd</sup></b>	<b>December 8<sup>th</sup></b>
• <b>2018</b>	<b>April 2<sup>nd</sup></b>	<b>December 7<sup>th</sup></b>
• <b>2019</b>	<b>April 1<sup>st</sup></b>	<b>December 6<sup>th</sup></b>

### YARD WASTE IS:

**Grass clippings • Garden debris  
Leaves • Shrubs & bush trimmings**  
(under 2 inches in diameter)

### YARD WASTE DOES NOT INCLUDE:

**Stumps • Logs • Wood • Dirt  
Rocks • Trash • Sod • Pet waste  
Branches** (over 2 inches in diameter)

### WHAT DO I DO?

- Place yard waste at the curb before 6:00 a.m. on your normal rubbish collection day.
  - Place yard waste at least 10 feet from your rubbish or on opposite sides of the driveway so yardwaste drivers can see it.
  - Grass clippings, leaves, etc. should be placed at the curb in:
    - **Maximum 32 gallon cans** clearly marked "YARD WASTE". Cans over 32 gallons are NOT acceptable.
    - Free, self adhesive yard waste stickers can be obtained from the Township Hall.
- OR**
- **Place yard waste in designated paper yard waste bags** available at local retail stores. Do NOT use paper grocery bags or boxes. Please do NOT mix trash with yard waste.

### BUSHES AND BRANCHES:

- Cannot be greater than 2 inches in diameter
- Cannot exceed 3–4 foot in length
- Must be bundled using string
- Bundles cannot exceed 18 inches around (**circumference**)
- Bundles cannot weigh more than 50 pounds

### QUESTIONS:

Call Waste Management at **866-797-9018**

## SPRING & FALL CLEANUP

The Township provides an annual Spring & Fall Cleanup along with a Shred Day. During the Spring & Fall Cleanup a limited tire dropoff is provided at the Township Hall for Township residents. Items containing Freon can be placed at the curb and will be removed at no charge during the week of the Spring & Fall Cleanup.

### SHRED DAY:

The Township also provides an annual document shredding day each fall for Township residents. Watch your Recreation Newsletter and the Township Website for event dates and information.

## HOLIDAY SCHEDULE:

If one of the following holidays falls during the week **ON OR BEFORE** your collection day in a given week, your collection of rubbish, recycle and yard waste will be one day behind.

### HOLIDAYS OBSERVED:

**New Years Day • Memorial Day  
4th of July • Labor Day  
Thanksgiving Day • Christmas Day**



**Every-other-week  
Recycling Guide for  
Huron Township**

**NEW RECYCLING PROGRAM  
EFFECTIVE JANUARY 1, 2012**

**PLEASE READ! IMPORTANT INFORMATION REGARDING CHANGES  
TO HURON TOWNSHIP RECYCLING SERVICES EFFECTIVE JANUARY 1, 2012!**

Effective January 1, 2012, the Huron Township curbside recycling program will be provided on an every-other-week basis. This guide contains important information related to the every-other-week recycling schedule and program. Please take time to review it in detail and keep it in a convenient location for future reference.

Also, the 64-gallon wheeled cart delivered to your residence will replace your recycle bin. All recyclables can be comingled in the cart. See the guide to the right. Place the cart at the curb with the opening facing the road on your service day.

Please note — this applies to recycling only.  
**THERE IS NO CHANGE TO YOUR TRASH OR YARD WASTE SERVICE DAY.**

If you have questions please contact Waste Management at 800-796-9696.



**Put more  
in-the-bin!**  
AT HOME! AT WORK! AT SCHOOL!



We wish to thank you for doing your part to protect our environment. Your efforts truly do make a difference! Please follow these guidelines when gathering and preparing your materials for curbside recycling.

**ACCEPTABLE MATERIAL GUIDELINES**

PLEASE Save these guidelines for future reference

PAPER		METAL	PLASTIC
<p><b>Cardboard &amp; Paper Bags</b> Flatten cardboard &amp; cut into pieces</p>	<p><b>Junk Mail</b> Envelopes, flyers, brochures, postcards etc.</p>	<p><b>*Steel &amp; Tin Cans</b> Empty cans only</p>	<p><b>*Plastic Jugs/Bottles</b> (#1 &amp; #2)</p>
<p><b>Paperboard</b> No wax coated paperboard</p>	<p><b>Newspaper</b> Remove bags, strings and rubber bands</p>	<p><b>*Aluminum Cans</b> Empty cans only</p>	<p><b>*Household Plastic</b> (#3 - #7) Empty containers only</p>
<p><b>Magazines &amp; Catalogs</b> All types &amp; sizes</p>	<p><b>Office Paper</b> All types and sizes</p>	<p><b>Kitchen Cookware</b> Metal pots, pans, lids &amp; utensils</p>	<p><b>*Plastic Bags</b> Most retail and grocery bags</p>
<p><b>Phone Books</b> All types and sizes</p>	<p><b>GLASS</b> *Clear Glass Empty Clear Glass Only</p>	<p><b>CURBSIDE PICK-UP</b></p> <p>Place your cart with contents at the curb by 7:00 AM on your recycle date. See map on back.</p>	

Please visit [www.thinkgreen.com](http://www.thinkgreen.com) for more information about recycling and how you can help.

\* Please rinse/clean containers before putting into recycling bin.

**UNACCEPTABLE ITEMS**

- Paper Milk or Juice
  - Cartons (like soups)
  - Styrofoam Containers/Packing
  - Garbage
  - Compost Food Waste
  - Propane Tanks
  - Paint Cans
  - Medical Waste\* (Syringes/Needles)
  - Batteries
  - Flammable Liquids
  - Household Creamers
  - Chemicals (Dry or Liquid)
  - Wood Items
  - Concrete
  - Garden Hoses/Rubber
  - Electrical Cords
  - Tires
- \*Please help protect our workers...  
**WE DO NOT ACCEPT SYRINGES OR NEEDLES.**









The City of Romulus and Waste Management are proud to announce the new residential solid waste program that begins July 1, 2015!

**IMPORTANT: PLEASE READ ALL OF THE PROGRAM INFORMATION CONTAINED IN THIS GUIDE TO BE SURE YOU GET THE MAXIMUM VALUE FROM THE PROGRAM.**

**WHAT'S NEW?**

- One 96-gallon trash cart (green lid) and one 64-gallon recycle cart (yellow lid) is provided for each residence.
- Cart use is required. Other bags and receptacles for trash or recycling will not be accepted.
- There are no changes to the current yard waste program. See guidelines.**
- All residents have the option to increase their recycle cart from 64 gallons to 96 gallons. (additional charges apply for cart size changes after July 31, 2015).
- Residents age 65 and older can decrease the trash and/or recycle cart to the 36-gallon cart at any time.
- Contact WM with requests for pickup of occasional/non-recurring excess (bagged) material outside of either cart.
- Residents can acquire additional carts at a charge. Contact Waste Management for pricing information.
- Keep any 18-gallon recycling bins for use as you choose. After June 30, 2015 these bins will no longer be accepted for curbside pickup.
- Every cart has a serial number coded to the address where originally delivered. Contact WM for information on cart replacement and warranty.



QUESTIONS??? CONTACT WASTE MANAGEMENT (WM) CALL 866-797-9018 OR EMAIL: [customerservice\\_MIOHIN@wm.com](mailto:customerservice_MIOHIN@wm.com)

**From the Office of the Mayor:**

Dear Romulus Residents,

At the Administration's request, the Romulus City Council awarded the City contract for the purpose of the pickup and disposal of solid waste to Waste Management, which houses some of their operations in Romulus.

The City's solid waste program offers not only curbside pickup of trash, but also provides curbside yard waste pick up and curbside recycling services. These services are available to all of the City's residents.

This most recent contract has locked in rates for the next 10 years, serving as a potential cost savings in the future. As a Romulus resident myself, I am looking forward to this new cart-based system and the ease and convenience it comes with. Please read over all of the included information carefully and do not hesitate to call Waste Management, or my office, if you should have any questions or need clarification.

Romulus residents have been recycling more and throwing less away consistently over the last four years. In 2014 alone, we recycled almost 563 TONS of material. Romulus's recycling program reduces the flow of waste that is delivered to our landfills and the City receives the net profit generated out of the sale of the recycled products that are collected.

Please, if you aren't currently recycling, I would like to encourage all our residents to join the City in its efforts to reduce expenses and to RECYCLE. Information on what can go in your new recycling cart is listed in this publication, as well as on the cart lid.

Thank you in advance for doing your part for our City and the environment.

LeRoy Burcroft, Mayor  
City of Romulus

**RECYCLE ONLY THESE ITEMS**

**All Items Should Be Clean  
Please Do Not Bag Items**



ACCEPTABLE ITEMS ARE SUBJECT TO CHANGE

**CARDBOARD & BOXBOARD**  
Examples include pizza boxes, shipping boxes, and food boxes. Flatten as needed.

**NEWSPAPERS, MAGAZINES & CATALOGS**

**JUNK MAIL, OFFICE PAPER & PHONEBOOKS**

**GLASS BOTTLES & JARS**  
All colors are accepted.

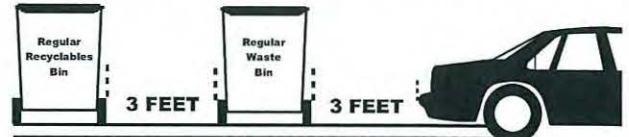


**HOUSEHOLD METALS**  
Empty cans, foil, pans and small scrap metal are accepted.

**PLASTIC CONTAINERS**  
All narrow-neck and wide-mouth plastic bottles and containers (#1, #2, #4 - #7). Caps and labels may be left on bottles.

**PAPER DRINK CARTONS**  
Plastic-coated paper beverage cartons, including milk and juice cartons.

Please place your containers with the lids opening towards the street with a minimum of three feet between each container and other objects.



**UNACCEPTABLE ITEMS**

- Frozen Food Containers
- Styrofoam Containers/Packing
- Garbage
- Compost Food Waste
- Propane Tanks
- Paint Cans
- Medical Waste\* (Syringes/Needles)
- Butterfats
- Flammable Liquids
- Household Cleaners
- Chemicals (Dry Wet Liquid)
- Wood Items
- Concrete
- Garden Hoses/Tubing
- Electrical Cords
- Tires

\*Please help protect our workers... DO NOT PLACE SYRINGES OR NEEDLES IN RECYCLE CART



Printed on Recycled Paper... We Care.



## CITY OF ROMULUS

ENVIRONMENTAL NEWS YOU CAN USE  
**ROMULUS SOLID WASTE PROGRAM**  
*Overview of Waste Collection Service*

**EFFECTIVE JULY 1, 2015**

### PICK UP SCHEDULE & CART PLACEMENT

To ensure pick-up, have your carts at the curb by 6:00 a.m. or no earlier than 4 pm the night before your collection day. Due to traffic, road conditions, weather and volumes we may sometimes run at a different time.

Follow trash and recycle cart placement instructions found on lid of each cart. Place lid opening towards street.

Contain all trash and recycle in WM provided carts.

Help keep your city clean by containing all trash items; loose items can turn into blowing litter in your neighborhood.

See yardwaste guidelines for yardwaste container information.

### WHAT ABOUT LARGE ITEMS?

Large items such as appliances, furniture, mattresses, carpet, etc. should be placed at the curb with your rubbish on your regular collection day. Only three large items per week.

Please cut and roll carpet into sections 4-foot or less in length weighing 50 lbs or less. Tie with string or tape.

Please call WM (866-797-9018) at least 24-hours in advance of your collection day before placing items containing Freon (refrigerators, freezers, air conditioners) at the curb for collection.

### ITEMS THAT WE CANNOT TAKE

- Liquid waste (gasoline & automobile oil)
- Construction/roofing debris (have your contractor haul away or call Waste Management for a quote on a dumpster: 866-797-9018)
- Loose needles/sharps (SEE BELOW)
- Car and truck parts/engines
- Yard waste mixed w/ rubbish
- Concrete/bricks
- Tree stumps over 50lbs
- Propane tanks
- Tires
- Hazardous wastes
- Wood/dry wall
- Fencing/railroad ties
- Propane tanks
- Wet paint cans (let paint dry and place at curb with lid off)

### Unacceptable Trash

If the trash placed on the curb is not acceptable under the City's Solid Waste Program, a large tag will be placed on the unacceptable trash and will be marked with the reason.

### SHARPS/NEEDLES

Please do not place needles loose in your trash, this creates a safety hazard for our workers. Never place needles in recycling. An economical way to safely dispose of your needles is to place them in a hard plastic container such as a laundry detergent bottle. Once full, secure the lid and place the container in your rubbish cart. Waste Management does offer a needle disposal program. For more information log on to [www.wm.com](http://www.wm.com).

### YARD WASTE — IT'S THE LAW

*Michigan law prohibits the depositing of yard waste in landfills. This means yard waste must be separated from regular household trash at the curb and taken to a yard waste recycling site.*

**YARD WASTE IS COLLECTED FROM THE FIRST FULL WEEK IN APRIL THROUGH THE LAST FULL WEEK IN NOVEMBER.**

#### YARD WASTE IS:

Grass clippings • Leaves • Garden debris • Shrubs & bush trimmings

#### YARD WASTE DOES NOT INCLUDE:

Sod • Pet waste • Branches over 6 inches in diameter  
• Stumps over 50lbs, logs, wood, dirt, rocks, trash.

#### WHAT DO I DO?

- Place yard waste at the curb before 6:00 a.m. on your normal rubbish collection day or no earlier than 4:00 p.m. the night before your collection day.
- Place yard waste at least 3 feet from your rubbish or on opposite sides of the driveway.
- Grass clippings, leaves, etc. should be placed at the curb in:
  - 20 to 32 gallon cans clearly marked "YARD WASTE."
  - Cans over 32 gallons are not acceptable.
  - Free, self adhesive yard waste stickers can be obtained from the DPW (12600 Wayne Road) or City Hall Offices (11111 Wayne Road) OR
  - Place yard waste in designated paper yard waste bags available at local retail stores. Do not use paper grocery bags or boxes. Please do not place rubbish in paper bags.
  - 50 lbs. maximum per bag/can.

#### BUSHES AND BRANCHES

- Cannot be greater than 6 inches in diameter
- Cannot exceed 3 - 4 feet in length
- Must be bundled using string
- Bundles cannot exceed 18 inches around (circumference)
- Bundles and branches/stumps cannot weigh more than 50 pounds
- Christmas trees may be placed at the curb for collection with regular refuse following the holiday.

#### QUESTIONS:

Call Waste Management at 1-866-797-9018

### RECYCLING AND LANDFILL INFORMATION

**Waste management and the City of Romulus are working together to recycle more. Romulus can receive revenue generated by your recycling efforts. This helps keep your tax charges for sanitation down. If everyone would do their part and recycle, the amount recycled could reduce your tax bill.**

#### NOTES OF IMPORTANCE:

- Fill your recycle cart with recyclables (see guide on back)
- Place the cart at the curb before 6:00 a.m. on your collection day or no earlier than 4:00 p.m. the night before your collection day.
- Follow cart placement instructions on lid. Face lid opening towards street.
- Questions, please call Waste Management at 1-866-797-9018

### RESIDENTIAL LANDFILL VOUCHERS (no commercial waste)

If you have items for disposal during the year, you can purchase a landfill voucher from the Treasurer's Office at City Hall (11111 Wayne Road, Romulus) for one pick-up truck load (2 cubic yards maximum). Once you pay for the voucher at City Hall, you can haul the material to Woodland Meadows Landfill located at Van Born Road between Hannan and Haggerty. Give the voucher to the gate attendant at the landfill as well as proof of residency. The landfill is open Monday through Friday from 8:00 a.m. to 4:30 p.m. and Saturday from 8:00 a.m. to 11:30 a.m.

#### ITEMS THE LANDFILL CANNOT ACCEPT:

- Tires
- Sod
- Flammables
- Limbs
- Paint solvents
- Lawn mowers
- Liquid waste
- Pesticides
- Large car parts
- Poisons
- Oil
- Dirt
- Explosives
- Stumps
- Hazardous waste
- Appliances containing freon
- Brush
- Paints
- Medical waste
- Batteries
- Anti-Freeze
- Concrete
- Herbicides

### HOLIDAY SCHEDULE

**If one of the following holidays falls during the week (M-F) ON OR BEFORE your collection day in a given week, your collection of rubbish, recycle & yard waste will be one day behind.**

### HOLIDAYS OBSERVED

*New Years Day  
Memorial Day  
4th of July  
Labor Day  
Thanksgiving Day  
Christmas Day*

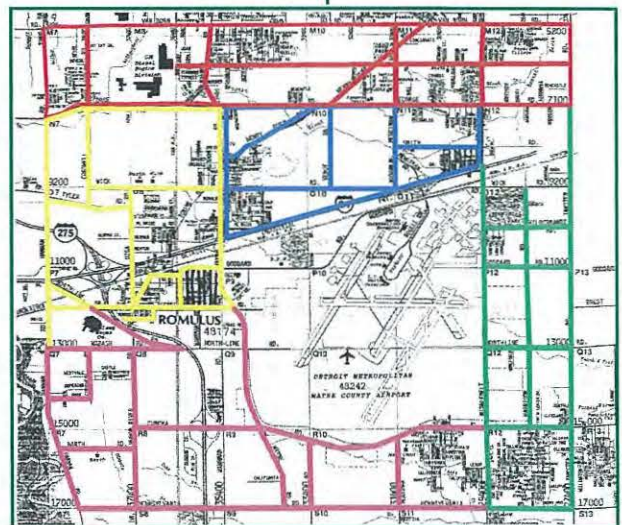
### MISSED PICK-UP OR PROBLEMS

Contact WM at 866-797-9018

Waste Management will respond to your complaint as soon as possible.

### COLLECTION DAYS AND AREA

Mon  
Tue  
Wed  
Thu  
Fri



- Get Rewards:
  - Search for rewards in well-organized categories like Gifts & Flowers, Health & Beauty, Music, Books & Magazines to name a few (categories subject to change)
  - Filter searches according to brand, point value, and reward fulfillment methods
  - Check out 'deal of the day' offerings and 'featured rewards', and much more...
- Live Green:
  - Read our Live Green Blog which includes lifestyle articles and recycling resource pages to educate our members on everyday green living

### ONGOING MARKETING & COMMUNICATION

Waste Management recognizes that effective marketing and communication are essential parts of any successful recycling program. Waste Management and Recyclebank will collaborate with the City to employ various tactics to drive initial and ongoing engagement with the recycling incentive program to encourage residents to live a greener lifestyle. Below are tactics for initial outreach:



- Letter from Mayor or other City Official to all residents introducing Recyclebank
- Recyclebank Registration letter sent to all homes describing how the program works
- Reminder piece after the community has launched
- Residents earn a 300 point bonus when they subscribe to earn points for recycling at home

We will also leverage multiple communication tools and channels to engage residents throughout the lifecycle of the program (see "MARKETING/COMMUNICATIONS PLAN"). Below are examples of ways to maintain engagement with your residents:

- Program announcement in all appropriate communications, i.e. client-owned social media sites, websites etc., utilizing Waste Management & Recyclebank Digital Toolkit; engagement with Zero Waste Detroit, Rosedale Recycles and the Clean Energy Coalition to integrate our program into the existing efforts of these organizations
- Post Launch Public Relations to engage citizens in the recycling program, acknowledge the City's leadership in environmental focus and innovation, and to grow household participation levels
- Ongoing engagement online with Members via email, online newsletters, transaction summaries, other online notifications, etc.
- Periodic outreach to residents: postcards, flyers, direct mail, etc. (optional service)
- Access to our mobile app for viewing points and transactions, reporting recycling activity, browsing, ordering and redeeming rewards

## LOCAL BUSINESS DEVELOPMENT

### Support Community Businesses – Buy Local!

In addition to the national rewards partners, there is a “Buy Local” aspect that will be attractive to community businesses looking to attract new customers and promote their sustainability efforts. Community businesses can join Recyclebank’s Rewards Partners program for free. Community businesses that seek exposure to residents who are interested in both consumer value and sustainability, can offer rewards they themselves design and be promoted to Recyclebank’s members. Recyclebank currently has over 2,900 community rewards partners across the country. Your dedicated account manager will work with you to include a communication strategy about the community business partnership opportunities as part of the city’s communications plan (see “MARKETING/COMMUNICATIONS PLAN”).

### REWARDS PARTNERSHIP INCLUDES:

- Community-wide promotion in appropriate rewards categories.
- Free marketing materials to promote involvement in the Recyclebank program.
- Opportunity for additional advertising opportunities subject to availability.

## GREEN SCHOOLS PROGRAM – SUPPORT LOCAL SCHOOLS!

The Recyclebank Green Schools Program supports our commitment to social responsibility. It is an environmental grant program designed to educate and motivate children to live a greener lifestyle. It will also provide Recyclebank members a way to support environmental education by giving residents a philanthropic option to utilize their points at schools in your community.

The Recyclebank Green Schools program awards environmental project grants to schools in Recyclebank communities. Together, these schools, their students and their communities work together to encourage residents to donate points that Recyclebank transfers into real dollars for schools—thereby turning a community’s green actions into funds for a local school. Since 2007, Recyclebank has granted close to \$350,000 to more than 100 schools. The Recyclebank Green Schools program evolves from year to year, therefore the exact details are subject to change. Your dedicated Account Manager will work with you when the application period opens to understand any nuances.

## INCENTIVE PROGRAM SERVICE OVERVIEW

All residents have the opportunity to participate in the rewards program. Each resident who participates will earn points based on the amount of recycling collected.

- **Point Allocation:**
  1. By route, we will determine a ‘per/household weight’ based on the amount of material collected, divided by the number of households on that route.
  2. Participating households receive their share of the points, and also have opportunities to earn additional points for reporting their set-out activity and taking other environmental actions.
- **Points are converted to rewards.**
  1. Each household will have access to the network of reward partners.

2. Residents can obtain their rewards online, by printing at home, having them mailed to their home address or via smartphone for select rewards..
- **Recyclebank will provide monthly standard reporting** that includes metrics on subscription, participation, and engagement.
  - **Recyclebank will provide customer service** for reward redemption and fulfillment: The program will track reward points and provide member access via the website, email and toll free telephone customer service center.
    1. Recyclebank Customer Service will field all service related calls via toll-free lines and respond to email inquiries from the residents – Monday through Thursday, 8am to 9pm, and Friday 8am to 7:45pm, Eastern Time. The support line provides member care in both Spanish and English and has 24/7 automated phone support for registration and redemption inquiries.
    2. Recyclebank will manage and fulfill resident reward requests via the Recyclebank website, phone and mail systems.

## PROGRAM IMPLEMENTATION

The rewards program has a proven, structured, 120-day implementation process to successfully launch the program. Below is a high level outline of the plan. The plan will be customized based on community size, launch date, and other notable circumstances.

Days	Activities
Project Commencement	<ul style="list-style-type: none"> <li>• Agreement signed and received by all parties</li> <li>• Project Team identified</li> </ul>
1-30	<ul style="list-style-type: none"> <li>• Kickoff meeting               <ul style="list-style-type: none"> <li>○ Route &amp; address lists</li> <li>○ Marketing &amp; communication plan</li> <li>○ Reward partner recruitment (if applicable)</li> <li>○ Ongoing weekly status calls scheduled</li> </ul> </li> <li>• Implementation timeline confirmed</li> <li>• Communications plan developed</li> <li>• Cart delivery plan developed (if applicable)</li> </ul>
31-60	<ul style="list-style-type: none"> <li>• Communication pieces designed</li> <li>• Initial press released distributed</li> <li>• City letter to residents sent</li> </ul>
61-90	<ul style="list-style-type: none"> <li>• Incentive program information sent</li> <li>• Customer service introduction &amp; training</li> <li>• Sign up begins</li> </ul>
91-120+	<ul style="list-style-type: none"> <li>• First rewarded pick-up begins</li> <li>• Community outreach and communication continues</li> <li>• Sign up continues</li> </ul>

The program implementation is carefully planned, coordinated and executed. A dedicated Account Manager functions as the main conduit for the implementation and is the operational knowledge base for the duration of the implementation.

## MARKETING/COMMUNICATIONS PLAN

In addition to the direct mail pieces, a robust and detailed marketing plan leveraging existing city communication channels will be created jointly by Recyclebank and city staff. Recyclebank will provide creative content and will look to the City to execute through existing communication channels. The City will be given the opportunity to review and approve all marketing, education & outreach content distributed through selected communication channels. Communications plans vary from city to city. A sample communications plan is included herein but will be customized based on resources available at the time of launch.

**Communication plans vary for each launch and may include elements such as the following:**

Category	Topic/Tactic	Description	Status/Notes
Online Outreach	Website Messaging	Rewards messaging on existing city sites	Account Manager will review content and send updates to City
	Social Media	Leverage existing social media to promote the program <ul style="list-style-type: none"> <li>• Facebook</li> <li>• Twitter</li> </ul>	Account Manager will send 5 "Register Now" posts to City and will follow up with ongoing promos
	Net Bill	Online billing utilized by residents	City will pull messaging from other deliverables and incorporate Recyclebank messaging
Direct Marketing	News Update on Website	City posts all news releases on website	City will pull messaging from other deliverables (see <i>news briefs</i> below)
	Newcomer's Guide – online	Online version of Newcomer's Guide (see below)	City will use PDF of insert described below for inclusion.
	Messaging on Bill Inserts	Include blurb on existing bill insert template which is sent city wide	Account Manager will send a short article to City for inclusion
Out of Home (broad-based marketing)	Recycling Calendar	Published annually	Account Manager will write one "Register Now" sentence and City will include.
	Newcomer's Guide	Publication sent to new residents	Recyclebank marketing will develop an educational piece.
Out of Home (broad-based marketing)	Posters in City Buildings	Existing kiosks available for messaging outside & inside Ex. City Hall	RB will create tri-branded "You are Recycling. Get Rewarded for It" 8x11, 11x17, 24x20 posters with dad and child recycling graphic. City will print in limited quantities.
Broadcast	Leisure Connections City Channel	Publication distributed through rec centers, local businesses Video and Slide messaging on cable network	Account Manager will send ad content to City. City will handle ad design in house. Account Manager will send slides and video to City
Schools	Green Schools Outreach	Leverage Recyclebank Green Schools Program to promote the donation of points	Account Manager will work with City to identify schools for participation in program.
Events	Community events	Provide information and/or other support at key community events	City identified several opportunities. Recyclebank and Waste Management will work with City to execute.
PR	PR Kick-off event	In person PR launch with officials from the City, Recyclebank and Waste Management	Recyclebank will work with Waste Management and City to plan and execute customized kick-off event.



## MEMBER PRIVACY/CONFIDENTIALITY

Recyclebank does not rent or sell members' Personally Identifiable Information or program activity to anyone without a member's expressed consent. Each party will own all right, title, and interest, including any copyrights or other intellectual property rights, in and to any data or information that it collects, compiles or creates regarding Recyclebank members.

## AWARDS AND RECOGNITION

	No. 1 Clean-tech Company and No. 4 Next Big Thing THE WALL STREET JOURNAL, 2011		Loyalty Marketing Innovation Award COLLOQUY LOYALTY AWARDS, 2010
	Outstanding Excellence in Public/Private Partnerships U.S. CONFERENCE OF MAYORS, 2010 and 2013		Technology Pioneer WORLD ECONOMIC FORUM, 2009
	Champion of the Earth UNITED NATIONS ENVIRONMENT PROGRAMME, 2009		Responsibility Pioneer TIME MAGAZINE, 2009
	Eco Role Model O, THE OPRAH WINFREY MAGAZINE, 2009		Best Educational Resource Award SXSW WEB AWARDS, 2009
	Outstanding Recycling Innovation Award NATIONAL RECYCLING COALITION, INC., 2007		Corporate Environmental Award WASTE & RECYCLING NEWS, 2007



## GENERAL CAPACITY/ORGANIZATIONAL/KEY PERSONNEL

Dedicated Waste Management and Recyclebank Executives will oversee all aspects of program administration including, but not limited to, the initial program kick-off meeting, ongoing PR and marketing support, and reporting on the progress of the program.

Behind the scenes, Recyclebank’s team of specialists will work to bring the program to life. A brief description of the team follows:

Account Manager	Coordinate all internal and external communications during and after the launch of the program. The account manager is your main point of contact.
Rewards Team	Manage relationships with national and community reward partners
Brand Design Team	Design direct mail pieces and provide ongoing creative support via the Account Manager
PR Team	Develop PR materials and templates to assist in promotion of the program in your community
Data Team	Collect data needed to award points to members and prepare standard reports which are delivered via the Account Manager

## REPORTING

Standard Recyclebank reports are delivered on a monthly basis and include reward program metrics such as the program’s reach (number of locations served and subscription metrics), operations (weight upon which points were calculated), points (number of points credited) and engagement (number of redemptions, log-ins and community impact).

As with other service elements, our reporting is under continuous evolution and is therefore subject to change. The reporting appearing below represents the current format and level of detail included in our standard reporting. This reporting example is provided strictly for informational purposes only and does not reflect the performance of any specific client nor the anticipated results of the Rewards Program in the Municipality.



Recycling Reporting  
**Anytown, USA**

September 2012

Recyclebank



Recyclebank  
 Recycling Reporting by Client - Program Summary

Anytown, USA

Updated through 08/30/2012

	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Last 12 Months
<b>REACH</b>													
Locations Served	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	
Subscribed Members	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	
Subscription Rate	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%	#
<b>OPERATIONS</b>													
<b>Reported Participation</b>													
Subscribed	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
Reported Participation Rate	66.7%	66.7%	66.7%	66.7%	66.7%	66.7%	66.7%	66.7%	66.7%	66.7%	66.7%	66.7%	#
<b>Weight Recycled (Lbs.)</b>													
Subscribed Credited	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	2,400,000
<b>POINTS</b>													
<b>Points Credited</b>													
Recycling	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	6,000,000
Other	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,200,000
Total Points Credited	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	7,200,000
<b>Points Spent</b>													
Points Spent	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,800,000
<b>ENGAGEMENT</b>													
<b>Logins</b>													
Total Logins	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Unique Logins	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	11,000
% of Subscribed Members Logging-In	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	12.0%	# 73.3%
<b>Rewards Ordered</b>													
Total Checkouts	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
Unique Members Ordering	900	900	900	900	900	900	900	900	900	900	900	900	6,000
% of Subscribed Members Ordering	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	# 40.0%
Total Rewards Ordered	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	16,800
<b>Community Impact</b>													
Estimated Dollars Saved	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$144,000
Estimated Co-Spend	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000



## The rewards program that strengthens community recycling

Recyclebank has a deep commitment to advancing waste diversion, increasing recycling, and helping to create a more sustainable future. Our rewards program brings together your municipality's curbside waste collection infrastructure with the vast Recyclebank online community and incentive platform. Working together we're motivating and mobilizing people, communities and schools to realize a world where nothing is wasted.



### Put us to work for your municipality. It's a quadruple win!



#### CITY

Increase diversion. Decrease disposal costs



#### RESIDENTS

\$165 annual reward value



#### LOCAL BUSINESS

Local economic development



#### ENVIRONMENT

Preserve resources. Decrease waste

### The Recyclebank Impact

Since 2005, more than 300 communities have partnered with Recyclebank and are reaping the benefits.

"We are recycling more, our residents are saving more and our local businesses are benefiting from the Recyclebank rewards program."

**Mayor Bryan Barnett**  
Rochester Hills, MI  
Recyclebank launched 2009

### What Recyclebank means for municipalities

Recyclebank is a proven program that helps municipalities meet their economic and environmental goals. Even if your municipality is already recycling, supplementing the program with Recyclebank can give your residents and your municipality added value – which translates into real savings – for doing something that they already want to do.

## HOW IT WORKS



#### RECYCLE

Bring your bin out to the curb for pickup.

**25**  
POINTS

#### EARN

The more you recycle, the more you earn.



#### REDEEM

Shop our online catalog for national and local rewards.



## The User Experience

Residents visit [recyclebank.com/wm](https://www.recyclebank.com/wm) to:

- Sign up for the program
- Manage their account & check points balance
- Browse the always-changing rewards catalog
- Redeem their points for the rewards of their choice

Learn new ways to earn points while living green

- Read and share the latest in green educational content
- Reduce environmental footprint with pledges, quizzes and tutorials
- Connect and learn on Recyclebank partner sites with Sustainability focus

## Why Cities Offer Recycling Rewards

**Achieve Goals**

- Sustainability & Waste Diversion
- Zero Waste Initiatives
- Increase Revenue to Local Business

**Engage Their Communities**

- Rewards
- Education
- Outreach
- Ongoing Communications

**Improve Waste Programs**

- Increase Recycling Tonnage
- Divert Waste from Landfills

Talk to your Waste Management sales rep to learn more.

## FREQUENTLY ASKED QUESTIONS

**Q.** How do residents earn points?

**A.** Residents recycle and the amount recycled is weighed and converted to points. Participating residents receive points in their personal account.

**Q.** What are rewards and how are they used?

**A.** Rewards are deals and discounts from participating local and national reward partners. Members use points to shop online in more than ten categories.

**Q.** Where can residents redeem their points?

**A.** There are hundreds of reward partners, including major retailers and brands such as Bed Bath & Beyond®, The Coca-Cola Company®, Ruby Tuesday, and Staples.

## About Recyclebank

"Our partnership with Waste Management gives us the resources and reach we need to expand our business and motivate and mobilize more people to make a collective, positive impact on the environment."

Jonathan Hsu  
CEO of Recyclebank





WASTE MANAGEMENT

Recyclebank

# Want to Boost Recycling? Change Behavior Not Infrastructure.

Typically, municipalities increase recycling by changing from dual to single stream or moving up to larger containers. But such infrastructure changes aren't the only way to give recycling a boost. By rewarding residents for their recycling efforts, Recyclebank has been able to significantly increase recycling tonnage — by up to 15% — in many municipalities that have made no changes to their infrastructure at all.



## The Recyclebank Effect

Small community in southeast

Large community in midwest

Recyclebank Launch  
January 2012

Pickup Locations  
9,067



Recyclebank Launch  
September 2011

Pickup Locations  
104,170



### About Waste Management and Recyclebank

Our partnership brings together Waste Management's curbside collection infrastructure — the largest in the nation — with Recyclebank's vast online community and incentives program, enabling us to motivate and mobilize municipalities, communities and schools to recycle.



Contact Recyclebank to learn more:  
Sales@recyclebank.com



**WMA**  
WASTE MANAGEMENT

**Recyclebank**

# Boosting Recycling by Pairing Infrastructure Change with Real Incentives.

By increasing awareness of recycling and offering attractive incentives, the Recyclebank rewards program motivates people to recycle and take other green actions to make a positive change for the environment. When combined with other changes in recycling service—such as switching from dual stream to single stream or increasing container size—the increase in recycling tonnage can be truly significant.



## The Recyclebank Effect

### Hagerstown, MD

#### Recyclebank Launch

April 2012

#### Pickup Locations

13,677

#### Recycling System

Converted from dual stream to single stream with Recyclebank.



### Little Rock, AR

#### Recyclebank Launch

April 2012

#### Pickup Locations

84,747

#### Recycling System

Converted from dual stream to single stream with Recyclebank.



## About Waste Management and Recyclebank

Our partnership brings together Waste Management's curbside collection infrastructure — the largest in the nation — with Recyclebank's vast online community and incentive platform, enabling us to motivate and mobilize more people, communities, and schools to recycle.



Contact Recyclebank to learn more:  
[Sales@recyclebank.com](mailto:Sales@recyclebank.com)





## **YARD WASTE PROGRAM:**

Weekly yard waste and lawn debris collection includes but not limited to bagged or containerized grass clippings and leaves, brush, tree trimmings and branches 4 feet or less in length and 6 inches or less in diameter, bundles no larger than 18 inches in diameter, garden debris and shrubbery. No root balls, stumps, animal waste, sewage waste or similar materials. The container should be labeled by sticker or clearly marked "yard waste". The yard waste and lawn debris season begins Monday the first full week in April thru the Friday of the last full week of November. Christmas trees will be collected December 26<sup>th</sup> thru January 15<sup>th</sup>. As we periodically experience warmer weather later through the fall season, the city may request extension of the yard waste collection, WM will provide extended yard waste service at the hourly rate reflected in this RFP response. All yard waste and lawn debris materials are taken to a reputable compost facility for processing, either the Advanced facility in Salem Township or Spurt located in Wixom. If the City determines as outlined in section 2.12 Disposal of Solid Waste and Other Materials that these materials will be directed to other facilities, WM shall be compensated for distance, time and travel beyond the same for the facilities identified above. WM has the ability to offer Brush Chipping services, this service can be negotiated along with a service contract. This has been a service WM has provided to the residents in other communities for a number of years. Residents place brush for chipping in piles at the curbside on their day of service.

Each year WM prepares for the start of yard waste season by prepping our vehicles and hiring additional labor to fulfill this service obligation. We understand the importance of manpower and equipment, we continue to be prepared to deliver uninterrupted collection services as we have since the inception of source separation. Novi residents maintain well - manicured lawns which generates multiple bags of yard waste, piles of brush that is tied and bundled in a bunch no more than 18" inches in diameter. Yard waste is presented on any given day during the collection season is a challenge our work crews have shown they are prepared to collect on a daily basis. WM is ready to serve and fulfill the expectations of residents and city administration on day one.



**BULK & OTHER ITEMS:**

Bulk items and white goods will be collected weekly. Residents will set out bulk items as defined on their service day. Any additional material outside of the program that needs to be collected, residents can call the WM Customer Experience Center at 866-797-9018 to make payment and arrangements for items to be collected. A listing of acceptable and non-acceptable items will be made available to residents through the service brochure and it is encouraged this information is available on the city website or by making a phone call to the CEC to determine. Typical bulk item residential set out includes, furniture, box springs, mattresses, stove, range, refrigerators, dishwashers, toilets, 6 pieces of rolled carpet 4 foot in width, etc..



## **Customer Communications Program**

WM Customer Experience Center (CEC) maintains 45 – 55 reps to answer the WM toll-free service line and this service is available for use by residents in the city of Novi. We encourage members of the evaluation team to visit the Customer Experience Center in Wixom so that you can see the capabilities and technology first hand. Our CER are equipped with the latest computer and telecommunication technology to assist them in calls being routed to the next available rep and allowing for onscreen access to a detailed, community specific description of contract related services. Managers have the ability to view call volume and the number of calls in the queue to determine if their assistance is needed to help manage the incoming call volume. We also have at home reps who can be easily and quickly utilized to access calls if the call volume peaks or escalates for some reason.

Our reps are evaluated regularly, as supervisors and managers listen in on random calls to critique and coach performance. The number of calls per day and per week are tracked. We are aware of spikes in the call volume and what action stimulates the spike. We are very confident in our ability to expand the call center to accommodate additional customers, if and when needed. Each CER has the ability to quickly pull up Green Pages, a detailed, community specific service profile of each contract community, so they can feel confident in their response to the customer inquiries or service requests. The WM Customer Experience Center representatives are well trained and prepared to handle each and every service request generated by residents. We can and will provide the monthly call reports that are asked for in this RFP identifying the type of inquiry call that came in.

Each customer inquiry or complaint is handled right away by electronic communication between the customer experience center to the route manager by electronic ticket and the route manager to the on board computers in the drivers providing curbside service. Services issues are handled the same day or within 24 hours from the time of the call. The onboard computers in the route managers truck and the routed trucks allow for

immediate communication of a service issue. Tickets are generated, serviced and closed when service is completed.

Residents will call toll free number to reach Customer Experience Center is 1-866-797-9018. For assistance via email [customerservice\\_miohin@wm.com](mailto:customerservice_miohin@wm.com)

In response to the RFP Section 2.2, Customer Communications and Complaint Handling reference to providing one full time csr in an office, we believe utilization of the WM Customer Experience Center is the most advantageous solution to receiving and responding to calls from residents during the start-up period and beyond of a new service contract.



## **CUSTOMER INQUIRY & REAL TIME COMPLAINT PROCESSING POGRAM**

When the initial call comes into the WM Customer Experience Center, the CER quickly determines the community and identifies the call as a service request, service question, complaint or compliment. The account is accessed and the issue is noted in the account, regardless of the nature of the call. In this instance the city of Novi will have a one account to record all call received. If a service request is made there is a service ticket generated. The service ticket is transmitted electronically to the servicing district and the route manager who has real time access to the service tickets from his/her vehicle laptop. The service tickets are maintained and managed throughout the day by the dispatchers and route managers who immediately communicate service issues to the collection crews onboard computers. Ticket alert comes up only when the routed vehicle is stopped. Drivers access the ticket and closes it in real time through their onboard computers once service is completed. At the district, the drivers tablet information is downloaded to capture completed service tickets and any other service details needed to be captured. The reports that are generated will show the disposition of any service issue that is called in. This information is made available on a monthly basis to the city of Novi and RRRASOC.



### **ADVERSE WEATHER:**

Adverse Weather preparation begins in mid November, WM schedules internal daily weather advisory conference calls to stay ahead of any threat of in-climate weather or major weather impact that may delay service. We begin to plan days ahead based on upcoming weather projections, and if needed bring in maintenance staff the night before to start up trucks and prepare for extreme cold or heavy snow. The district teams come together earlier than normal to prepare and get employees prepared for the morning launch. Conference calls are held to discuss action steps being taken, advising of current status of routed trucks and service delivery, identifying who will make calls to cities to advise of any service delays or district shut downs.



### **CARTS:**

The 64 gallon recycle carts and 96 gallon trash cart if selected by the city will be distributed by the WM cart manufacturer Cascade. Cascade is a Michigan based company. It will be necessary for the city of Novi to provide WM a city wide address listing for purposes of delivery to each property in the single hauler program and for Cascade to assign a cart number to the property. Each cart has it's own unique number that is assigned to the property, this process will allow us to verify that each address received one or two carts. The cart(s) should not be taken to another property by a resident if the resident moves/relocates to another address.

### **MAINTENANCE:**

These carts are durable and they have a 10 year replacement warranty. The carts will give the resident many years of service beyond 10 years when taken care of and properly maintained. During the years of service, WM employees will maintain, repair or replace the cart when necessary. WM work crews will take care each day to handle the carts in a manner that will give the resident many years of uninterrupted service. If for any reason a wheel gets damaged, a lid is crushed or broken, the resident only needs to call the Customer Experience Center to report the issue. Any issues that arise will be responded to within 24 hours from the time of the issue being reported. If the cart needs repair or a replacement cart is necessary it will be addressed on the same time schedule.

Any additional carts requested by residents will be addressed in the service contract, at which time the additional service cost is determined by WM and the city of Novi.



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Any additional carts requested by residents will be addressed in the service contract, at which time the additional service cost is determined by WM and the city of Novi.





### **WM WORKFORCE:**

The WM workforce consists of professional, qualified drivers, loaders and mechanics. WM proactively hires and trains additional employees to handle vacations and the seasonal variations of volumes consistent with servicing our municipal customers. Our employees are uniformed, very knowledgeable, trustworthy, observant and customer service oriented. Our drivers understand how critical it is to maintain a clean driving record and to maintain their CDL designation. The WM drivers in Novi have a very good driving and incident records. They work extremely hard to stay alert and aware of daily driving habits within the neighborhoods, driving during rush hour, in-climate weather and during the hours that school busses are on the roads. Also as a part of our workforce, WM has the "WM Green Team" which enables us to quickly deploy employees from other collection districts inside and outside of the State in order to respond to emergencies and prevent service interruptions due to an Act of God or other unforeseen circumstances. The WM Green Team has been called upon to assist with emergencies throughout the United States where quick deployment of human resources was required in order to ensure service delivery. We have resources from the 5 hauling companies throughout the Southeast Michigan area, all are within 40 minute drive from the City of Novi. WM can call upon 200 vehicles if needed during an emergency. Our employees receive random drug screens to ensure they are compliant with company rules and guidelines and for our drivers, that they are compliant with the state requirements to maintain their CDL license.



### **WM EQUIPMENT:**

Our trucks and equipment are maintained by trained mechanics and lube technicians. Our facility has a truck repair garage sufficient to service the routes that we operate each day. We focus our efforts on a proactive, preventative maintenance program. Our drivers and mechanics are a team and both are equally responsible for the condition of the routed trucks. We maintain and have on site, spare equipment to ensure we have safe operating equipment to prevent collection interruptions. All of our trucks and support equipment have real time communication capability to ensure timely communication to address any issues that arise during the day. The fleet of CNG trucks were put in service in the winter of 2013 and WM continued to purchase additional trucks in 2014 to complete the vehicle change over. Our drivers complete pre-trip and post-trip inspections and complete daily vehicle condition reports to identify any issue that needs attention from the maintenance team, over and above scheduled maintenance repairs and fluid changes. The maintenance teams review the vehicle condition reports to prioritize their work to ensure trucks are available the next morning for the routes. We coordinate our efforts and plan ahead to ensure quality service to our customers.



### **ROUTE MANAGER OVERSIGHT:**

The operations support staff of Route Managers are accountable for the oversight of the efficient and safe manner in which our crews deliver service. They spend their day on the streets monitoring the progress of the collection crews, evaluating their work habits, observing safe driving practices and the customer first curbside collection program. The Route Managers are also the first point of contact for City staff to address concerns, to advise of road access issues and problem resolutions. All complaints and issues are responded to the same day or within 24 hours from when the complaint is received. WM route managers have laptop computers in their pick-up trucks and are capable of sending immediate notice to the tablets in the routed vehicles to address any service issue.

City staff has cell phone number and email to initiate contact with the RM's immediately. RM is also responsible to visit city staff each day to check in for any current issues and to report any on route observations that need to be reported to the city.



### **MANAGEMENT TEAM:**

The following individuals are responsible for the oversight and management of the WM collection services, education and service related information for the City of Novi.

Terel Patrick – District Manager, [tpatrick@wm.com](mailto:tpatrick@wm.com) Terel was hired in as the District Manager in the spring of 2015. He brings a wealth of knowledge from over 20 years in the transportation industry and hazardous waste management and transportation business. Terel is service oriented, safety conscious and capable of leading the team that will continue the service excellence our customers are accustomed to.

William “Tom” Spencer – Route Manager, [wspencer@wm.com](mailto:wspencer@wm.com). Tom has over 26 years of experience with WM. He has managed the work crews in the City of Novi for over 10 years. He has a well seasoned work crew, some of who have been working in Novi for 10 years. Tom is service oriented, a former driver himself and very capable of supervising his work crews. He is very responsive to issues, pro active as he travels through the city and follows up with the city representatives daily.

Brian J. Conaway - Public Sector Solutions Representative, [bconaway@wm.com](mailto:bconaway@wm.com). Brian has 23 years in the solid waste industry and 15 years of experience working at Waste Management. He has held positions of District Manager, Public Sector Solutions Area Manager and Public Sector Solutions Representative. He currently works with numerous municipalities throughout Southeast Michigan and Toledo MSA



**CREWS:**

The WM collection crews who service the City of Novi will normally be the same each week. They are dedicated to service excellence, very safe in the operation of their vehicles and work very hard to gain the trust of the customers they service daily. This being the case our collection crew members will have unique familiarity with the neighborhoods including daily road conditions, traffic patterns, customer behaviors and expectations. This unique understanding allows WM to complete our work in a timely, efficient and professional manner in accordance with customer standards and our goal to provide the highest level of service in the industry. Our employees are uniformed and well trained and eager to serve. The employees asked to work during the snow storm in February 2015, they told their managers “we made it to work, if residents put out their trash we want to pick it up”. They serviced many Novi customers and other communities that day, when other yards were closed down, this is dedication.



### **ON BOARD COMPUTERS:**

WM collection vehicles are equipped with an onboard computer. The onboard computing system allows our drivers to see their service sections daily, access special service tickets and alerts from their route manager to address any issues. The alerts do not pop up on the tablet until the truck is stopped. The computers are GPS capable which allows the route manager and dispatch to identify where the trucks are located at any given moment and the route they traveled throughout the day. The tablet allows the route manager to know how much time is spent at each stop, where they have been at any particular time of the day and the speed of the vehicle at any given point of the route during the day. This information enables us to create the most efficient routing possible impacting fuel consumption, idle time and lower overall emissions impact from our vehicles. It also allows WM to monitor the driving habits and safe driving practices of our professional drivers.

### **ROUTES:**

Each trained driver will leave our facility at approximately 6:45 AM each scheduled morning to ensure after 7:00 AM start on the route. They will proceed to the start point of their route and proceed to collect materials until they are loaded. The crews then notify the route manager or dispatcher of their status and proceed to the designated disposal facility to off load. They will repeat these procedures, if necessary, until their route is complete, upon which they will notify our dispatcher and receive direction whether to return to our facility, help other routes, or perform other duties as assigned.



**GOVERNMENTAL PASS THRU:**

In the event that additional governmental fees, taxes or surcharges are imposed for the collection, processing or disposal of solid waste, recycling, the Collector shall pass through to the City increases implemented by the Federal, State, County or local governmental agencies which impact this contract. The collector shall notify the City prior to the fees going into effect.

**ACT OF GOD**

In the event of a flood, water and sewerage back up in the homes and basements that result in a large scale event, producing damaged furniture, accumulated debris at the curbside WM will contact the city to discuss the storm related conditions and outline a plan to collect the material. The RFP has provisions for this service as a separate pay item. Any additional information such as volume, hours that are necessary under these service conditions will be provided to the city. WM will work with the City of Novi representatives to develop a service plan to ensure all of the additional debris is collected from the curbside.



## **ANCILLARY SERVICES**

**WASTE WATCH:** An Eyes and Ears program designed by WM Corporate Security to train our employees to be observant while driving the roads and streets of the community we service. Any unusual behavior or activity observed by the employee is quickly reported to dispatch who will alert local police. WM drivers and loaders are Waste Watch Certified. Although employees are trained not to get involved, in an emergency they will use their best judgement in any situation.

**BAGSTER:** A dumpster in a bag. The Bagster holds up to 3,000 pounds of material and allows a resident to complete a small home improvement project or clean out the garage when it does not require a large roll off container. The price for the Bagster is more cost effective than a roll off container for smaller jobs. The Detroit Central Hauling district does provide the Bagster service and we have picked up a number of them in the City of Novi. The bag must be at the curbside between the street and sidewalk for the truck to access it. The bags are sold at Home Depot, Lowe's, local hardware stores and many other home improvement locations. WM will provide 300 Free Bagster's per year to support clean up of nuisance projects, for homeowners, however the City deem necessary to utilize them under a new collection service contract. The Bagster is free, the user will only need to pay for the pick-up service that can be scheduled by calling the Customer Experience Center or online at [wmbagster.com](http://wmbagster.com).

**THINK GREEN FROM HOME:** Residents can go on the TGH website and purchase a recycle box for Compact Florescent Lighting, batteries, a container for disposal of syringes and lancets, a recycle box for computers and other household items for the environmentally conscience. The postage is pre-paid for residents to return for disposal when filled. [www.thinkgreenfromhome.com](http://www.thinkgreenfromhome.com)





**WMTRACKER:** WM offers this unique online Universal Waste recycling service for products containing mercury or other toxic heavy metals that may pose risks to human health or the environment if not managed properly. WMTracker provides the City of Novi with a easy to use online ordering solution to recycle fluorescent, mercury containing commercial and industrial street lamps, lighting ballasts, etc. The boxes are ordered thru [wmlamptracker.com](http://wmlamptracker.com) shipped directly to the site of your request. When the boxes or containers are loaded they should be taken to nearest UPS location for shipping to the location for processing and disposal. You are able to track the packages online once shipped. Once the materials are processed and properly disposed of you will receive an email to advise that the Certificate of Recycling is ready to be accessed and printed.

**ROLL OFF-CONTAINERS:** WM will provide commercial and industrial roll off services for the municipal facilities and other locations as requested in the RFP. We have the ability to service any additional requests by local businesses and residents that are needed. Containers will be serviced at city locations, in neighborhoods during, and for any project requested by the city.



## **CERTIFIED DRIVER**

*“Keeping our communities safe”*



# Waste Watch Certified



We are in good company



*From everyday collection to environmental protection, Think Green.<sup>SM</sup> Think Waste Management.*

# Roles And Responsibilities



## Limits of Authority

- **Our JOB is to OBSERVE and REPORT, ONLY.**
- We cannot question or interrogate people.
- We cannot detain or arrest people.
- We are not protected from “resisting arrest” as police officers are.



*From everyday collection to environmental protection, Think Green.<sup>SM</sup> Think Waste Management.*

# Let's Review

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## When You See An Emergency Or Suspicious Situation

Pull over safely, call the police or dispatcher and safely wait for their arrival. If it is not safe to remain where you are, drive a safe distance away, call and tell the police where you are, and wait there until they arrive.



*From everyday collection to environmental protection, Think Green.<sup>SM</sup> Think Waste Management.*

# Remember



---

*As a Waste Watch Certified Driver,*  
working with our community, our job is to  
observe and report only.

Your call can save a life, prevent an injury  
or stop a criminal act.



*From everyday collection to environmental protection, Think Green<sup>SM</sup> Think Waste Management.*



HELPING YOU  
PICK UP  
THE PIECES

THE **BAGSTER® BAG** CAN  
**TAKE IT ON**

For more information, visit [thebagster.com](http://thebagster.com)  
or call 1-877-789-BAGS (2247)



For collection, yellow lifting straps must be able to connect above the bag.

HOLDS UP TO  
3300 LB

## WHAT CAN ONE BAGSTER® BAG HOLD?

Drywall

**47 SHEETS**

1/2" THICK, 4' X 8' SHEETS

OR

Hardwood  
Flooring

**1280 SQ FT**

3/4" THICK FLOORING

OR

Roofing  
Shingles

**8-10 SQUARES**

30-YEAR ASPHALT SHINGLES

OR

Carpet or Tile

**900 SQ FT**

OR

Trash Bags

**20** 30-GALLON  
CONTRACTOR BAGS

## BUY.

Buy the Bagster® Dumpster in a Bag®  
at your local home improvement store

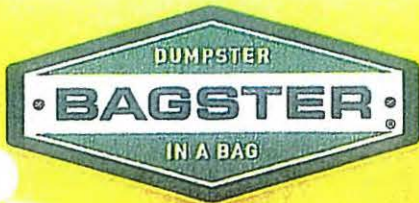
## FILL.

Fill with up to 3300 lb of flood  
water debris and damaged materials

## GONE.

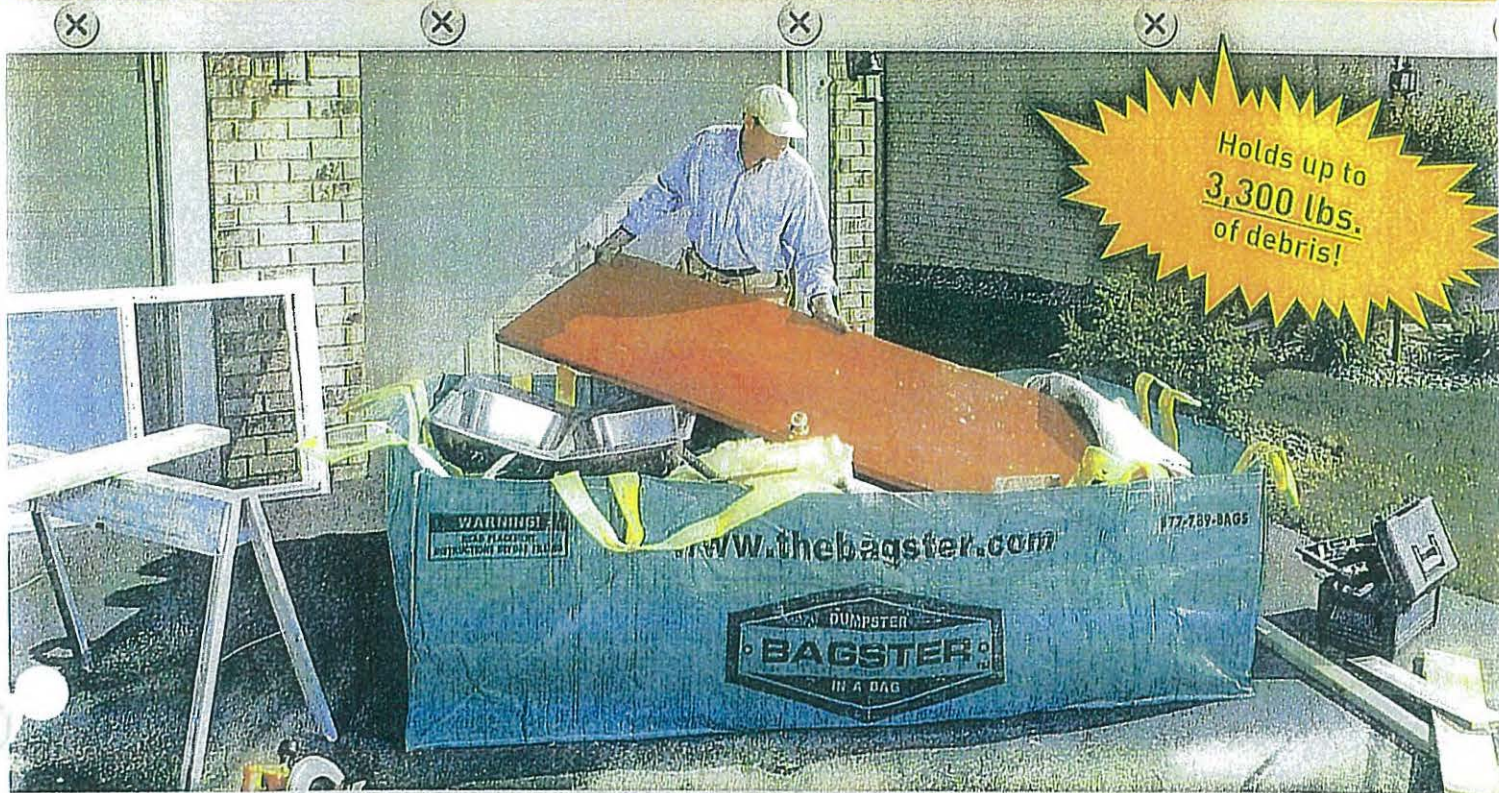
Gone when you go online to [thebagster.com](http://thebagster.com)  
or call 1-877-789-BAGS (2247) to  
schedule pickup

Bagster® is provided by WM Bagco, LLC, a Waste Management company. Collection services provided by a local operating subsidiary of Waste Management, Inc. Bagster®, Dumpster in a Bag, BUY. FILL. GONE., and Take It On are marks of WM Bagco, LLC.



The bulk disposal solution that's easy to use.

WM A Waste Management Service



**BUY.** your Bagster bag at the local home improvement center and use it at your convenience.

**FILL.** with up to 3,300 lbs. of construction debris, household junk, or yard waste.\*

**GONE.**® Schedule your collection online or call Waste Management's Bagster Customer Care.



**Product Specs**

Dimensions: 8'L x 4'W x 2'6"H  
Capacity: 3 cubic yards  
Weight Limit: 3,300 lbs.

**Bagster Uses**

- Home renovation cleanup.
- Household cleanup.
- Storm cleanup.
- Landscaping debris removal.



For more information  
[thebagster.com](http://thebagster.com)  
1.877.789.BAGS (2247)



# Recycling is easy when you Think Green From Home.<sup>®</sup>

Recycling is good for the environment. And for your community. But what do you do with things that shouldn't go into your recycling bin – or the trash? Start with a Waste Management Think Green From Home Recycling Kit. Everything you need is in one, secure box that we send right to your door.

## Think Green From Home (TGFH) Recycling Kits

Use your kit to collect, contain, seal and send those hard-to-recycle items to us for environmentally responsible treatment. Postage or FedEx Ground shipping is pre-paid, and a shipping label is provided.

- 1 Call or order your kits online
- 2 Set up and pack your kit
- 3 Mail back materials
- 4 Receive confirmation of recycling by email
- 5 Receive automatic replacement box



### CFL bulb recycling kit

CFL bulbs and fluorescent tubes contain small amounts of mercury that should be kept out of the environment.

TGFH CFL Recycling Kit holds up to thirteen 13-watt CFLs and has a protective VaporLok interior bag. \$16.95 each



### Battery kit

Household batteries contain valuable metals that can be recovered.

TGFH Dry Cell Battery Recycling Kit stores up to four pounds of used batteries. Acceptable batteries include alkaline, carbon-zinc, NiCad, and NiMH batteries in sizes up to 9 volts. Do not include lithium batteries. \$16.95 each



### Electronics recycling kits

Electronics and computers contain hazardous and reusable materials that need to be recycled responsibly in the United States.

TGFH Electronics Recycling Kit makes it simple to get old electronics out of the house.

Small interior box (18"x12"x6"), \$39.95 each

Medium interior box (18"x18"x12"), \$59.95 each

Large interior box (18"x18"x18"), \$69.95 each



### Sharps recycling kits

Used syringes and lancets can injure sanitation workers, family members and the community unless they're securely disposed of.

The MedWaste Tracker<sup>™</sup> Safe Solutions for Sharps System is a convenient way to keep used sharps from becoming a household or public hazard. (These systems are for consumer sharps only.)

1.4-Quart (small), holds 140 pen needles or 75 1cc syringes, \$26.99 each

3.3-Quart (large), holds 350 pen needles or 150 1cc syringes, \$35.00 each

Order your Think Green From Home Recycling Kits today online at [ThinkGreenFromHome.com](http://ThinkGreenFromHome.com) or call 1-866-MY-WMHOME (1-866-699-6466).



# UNIVERSAL WASTE



## Hazardous waste made easier to handle.

*Universal wastes are products containing mercury or other toxic heavy metals that may pose risks to human health or the environment if not managed properly. Within healthcare facilities, they include:*

- Sphygmomanometers
- Thermostats
- Bulbs (fluorescent)
- Ballasts
- Batteries
- Electronics

### **How do you properly manage universal waste?**

*When you make Waste Management your environmental solutions provider, our regulatory experts can help you sort out the myriad federal, state and local mandates relevant to properly managing the hazardous materials within your facility. Together, we'll implement best management practices, doing so in a way that maximizes both your financial and environmental performance.*

*We'll take a comprehensive approach to helping you achieve your institution's environmental and economic goals and provide an incomparable infrastructure to efficiently and affordably handle your waste. At Waste Management, we supplement our nationwide capabilities with a growing array of innovative solutions for safeguarding your patients, your employees and your reputation.*



(Continued)

## **Universal waste poses risk.**

Universal wastes are materials that contain hazardous wastes that have the potential to harm people or the environment. They include such widely distributed products as lamps, thermostats, thermometers and batteries. To encourage recovery of these products for proper treatment as hazardous wastes, the universal waste rule reduces the regulatory burden of paperwork, packaging and transport. The actual treatment standards for universal waste are the same as for hazardous waste.

## **A program for universal waste.**

As your forward-thinking environmental solutions provider, Waste Management can help you meet and exceed best-practice guidelines, including federal EPA RCRA regulations. You can count on us to monitor state and local mandates to keep your operation in compliance.

We can also advise you on how to design, implement and manage a comprehensive collection program for all your universal waste. We provide everything from sample policies and procedures, to training classes, to educational signage. We have material-specific collection programs that ensure the safe transport, proper disposal or beneficial reuse of your universal waste.

Together, we can set realistic operational goals, then provide you with the supporting expertise and data necessary to achieve measurable results. We work with you to evaluate your waste/recyclables-handling processes, equipment and facilities to make certain they're operating at peak performance.

## **A place for everything. Everything in its place.**

At Waste Management, we understand the unique challenges hospitals and healthcare facilities face, and we have a suite of options to meet your needs.

Our programs include state-of-the-art resource recovery facilities, certified drivers, and best-in-class pollution control technology.

- Our MercuryTracker™ program makes it easy for your institution to safely recycle mercury-laden items such as sphygmomanometers, ballasts, and thermostats.
- Our BatteryTracker™ program helps you safely recycle the multitude of various dry-cell batteries your facility currently uses.
- Our LampTracker® program ensures the safe storage and approved shipment of used fluorescent bulbs.
- Our eScrapTracker® program recycles computers, display monitors, televisions, circuit boards and other electronics. Key components are our ISO 14001-certified eCycling facilities.
- Our universal waste recycling operations can accommodate pallet shipments of any combination of universal waste.

All our universal waste solutions provide certificates of recycling to support our customers who have regulatory mandates for properly managing universal waste.

**Contact your Waste Management specialist today at 1-866-931-6321 or visit us at [healthcare.wm.com](http://healthcare.wm.com) to learn how to get more value out of what you throw away.**

Services provided by WM Healthcare Solutions, Inc. and WM Lampracker, Inc., both Waste Management companies.

♻️ This insert is printed on post-consumer recycled paper.





## WMTracker™ from Waste Management:

**WMTracker products are complete turnkey recycling solutions for:**

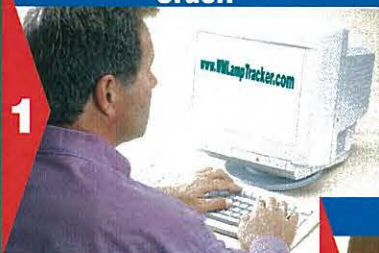
- Fluorescent lamps
- Lighting ballasts
- Batteries
- Mercury switches and devices
- Dental wastes

**WMTracker recycling solutions include:**

- Safe, easy to assemble and use storage and shipping containers
- Coast to coast convenience of UPS and FedEx shipping with prepaid return
- Shipping labels enclosed and pickup at your door
- Simple online ordering and tracking
- Online documentation of all containers ordered and recycled
- Certified recycling with email confirmation

# 5 Easy Steps to Safety & Compliance.

**Order.**



**1**

- [www.WMLampTracker.com](http://www.WMLampTracker.com) or 1-800-664-1434
- Cost includes shipping both ways

**Setup & Pack.**



**2**

- Contains 64 T12 or 146 T8 lamps
- Other sizes available

**Ship.**



**3**

- Simply set out for UPS or FedEx

**Track Online.**



**4**

- View online at [www.WMLampTracker.com](http://www.WMLampTracker.com)
- Track & manage compliance

**Comply.**



**5**

- Certificate of Recycling emailed to you

**eScrapTracker™**  
From Waste Management

**Everything you need for safe storage and proper disposal of end-of-life electronics.**



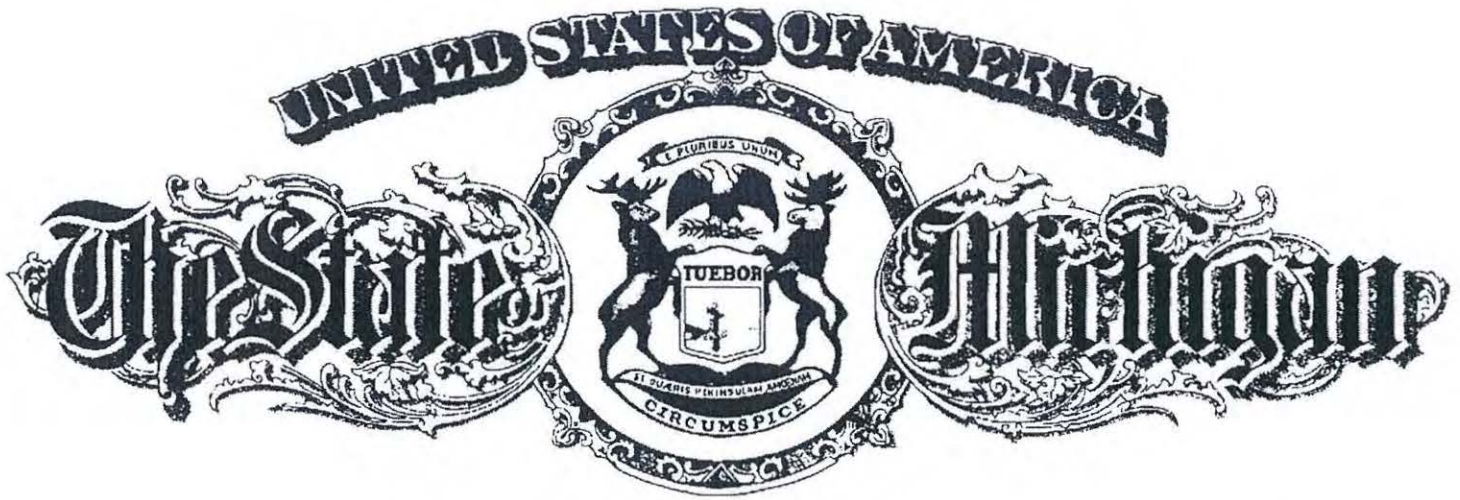
Order online or call toll free. The container with a built in pallet is delivered via UPS or FedEx Ground.



Fill with up to 600 pounds of electronics equipment.



Call or go online to request pickup. Records of all your containers ordered and recycled are maintained online for easy tracking, documentation and compliance. Filled container is 44x36x32" tall.



Department of Licensing and Regulatory Affairs  
Lansing, Michigan

*This is to Certify That*

**WASTE MANAGEMENT OF MICHIGAN, INC.**

*was validly incorporated on November 8, 1944, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 19th day of March, 2013.*

Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau



## **SERVICE STANDARDS**

**WM employees will provide the highest level of service possible to the City of Novi. We strive to maintain the trust that our performance will meet with resident satisfaction each day. We also strive to maintain the trust of City officials and staff that we will communicate any issues to prevent and resolve complaints in the most professional and timely manner possible.**

### **A summary of key WM Service Standards:**

- Each WM departmental employee is required to demonstrate knowledge and proficiency in performing their work assignments on a day-to-day basis.
- SDO (Service Delivery Optimization) Synchronized performance by Route Managers and Employees striving to deliver the best service possible without service delay or interruptions.
- All routed trucks are pre tripped in the AM after morning safety and performance briefing to ensure trucks are ready to perform throughout the entire day. No wasted time in the morning
- Our work assignment includes safe driving practices and delivering superior service to our customers day after day.
- Each direct service employee has service standards and goals they must meet.
- Missed pickups are to be resolved the same day or within 24 hours
- Our employees are required to complete the service requests daily, if they are unable to do so, a call is placed to the dispatcher, a note is entered into the onboard computer and a tag is left for items we are not able to pick-up.
- Employees are required to take care in servicing and placing containers back where they retrieved it. Residents are encouraged to bag their trash to diminish the potential for container damage if loose material is stuck inside the container.
- Each of our trucks is equipped with a broom and shovel to address the occasional spillage of waste material. When spills occur, regardless of the reason or responsibility for the spill, we are responsible to clean up the mess.

- Any level of dissatisfaction by a customer should be reported to the WM Customer Experience Center. WM will resolve the complaint the same day or within 24 hours
- Waste Management strives to be a company that is easy to do business with.



## **PERSONNEL STANDARDS**

**WM makes every possible effort to identify and hire the right employees who have the right customer service attitude and employment history.**

**A summary of WM Personnel Standards are as follows:**

- From the point of application, a potential employee's information is verified, including references, license and driving record, background checks and drug screening.
- Employees are taken through a one-week classroom orientation of the waste industry, safety, DOT regulations, "Service Machine" (customer service) Standards, rule book training, pre-trip and post-trip inspections, DVIR completion (Driver Vehicle Inspection Report) etc.
- The WM Rulebook outlines every facet of the employee's job and performance expectations. It clearly describes daily responsibilities (i.e. seat belt policy, uniform policy, zigzagging, injury and accident reporting, landfill policy, etc.). This book is a rather precise operation and employee safety manual.
- Each employee signs a receipt for the rulebook and the employee is required to keep it handy for reference.
- Our employees are trained and thereafter expected to know and understand the VCR (vehicle condition report) and how to properly complete the pre and post trip inspection, including the reporting form.
- Daily Safety and Performance Huddles with employees before morning launch. Topics provided by Corporate Safety Department that include Customer Service (container placement, do not block mail boxes, haul or call any issues), Truck Cleanliness (cab inspections to ensure no debris on the floor, clean hopper seals to ensure truck does not leak)





## **ROUTE MANAGER INTERFACE**

**WM Route Managers are employees who have been identified as a leader, are capable of giving instructions and direction to others, and holding employees accountable to perform their jobs. WM enhances the effectiveness of our Route Managers by equipping them with the latest technology.**

**A summary of key supervisory responsibilities and technology enhancements are as follows:**

- On a daily basis, our Route Managers will interface with city staff responsible for managing the solid waste services contract.
- They are responsible for resolving issues, ensuring that a high quality of service is provided by their work crews, performing route observations in order to spot check the condition of the trucks and the work being performed by the collection employees.
- Each Route Manager completes approximately 5-10 Observational Behavior Assessments (OBA) weekly in order to continually evaluate and improve employee work efficiency and safety.
- Key City contacts will have the mobile phone number and email of the Route Manager for immediate contact capabilities at all times.
- Route Managers vehicles are equipped with onboard computer and remote computer access linked directly to WM so the IT system including e-mail and service tickets can be accessed from their vehicle while on the route.
- Occasionally our work crews will call the supervisor to report a problem stop. The supervisor is required to view the stop on that day and make the decision on whether to collect, tag it or contact the homeowner if need be.
- If not collected, the stop will be reported to the City.
- WM understands that concerns will arise from time-to-time and we strive to limit service issues in the City to a small minimum at all times.

- Waste Management and its employees will strive to not only maintain this high standard, but to continuously improve our level of service delivery and customer satisfaction.



## **WORKER TRAINING, SAFETY AND INCENTIVES**

Waste Management has an extensive driver-training program, which includes weekly safety briefings, morning huddles, regular detailed work observations and accountability.

Current highlights of our Company's program are a Driver's Rulebook and our M2Z program which has been in place for over 10 years.

World-class safety is achieved when committed employees embrace safety as a core value and act consistently to influence behavior. Safety should not be considered a priority, but a core value with no compromise.

### **DRIVER'S RULE BOOK:**

- The rulebook is an eight-hour course with an accompanying handbook that outlines the detailed safe operation of all of our collection equipment.
- The Rulebook is a component of Mission to Zero (M2Z) a series of meetings and observations that stress safe driving techniques.
- Our Company goal is ZERO accidents and/or injuries. Our employees receive financial rewards and recognition on a quarterly basis when they achieve no accidents or injuries.
- Additionally, all Route Managers, District Managers, Drivers and Helpers undergo a certification process, which consists of four courses: Rule Book Training, Fleet Pride, Observational Behavior Assessment and Safe Driving Practices, that constitute 21 hours of in-class and on-the-job training.

### **MISSION TO ZERO PROGRAM (M2Z):**

- Our mission is ZERO tolerance for unsafe acts.
- M2Z is a corporate initiative that represents one of the major building blocks of our direction at WM.

- M2Z is a company-wide program with the ultimate goal of establishing Waste Management as the industry leader for safety.
- There are six business strategies upon which we have built this program: **Leadership, Commitment, Responsibility, Accountability, Teamwork and Communication.**



### **SAFETY TRAINING:**

- Daily Safety and Performance Huddles with employees before morning launch. Topics provided by Corporate Safety Department that include Customer Service (container placement, do not block mail boxes, haul or call any issues), Truck Cleanliness (cab inspections to ensure no debris on the floor, clean hopper seals to ensure truck does not leak)
- All employees are required to attend weekly safety meetings, which are in compliance with OSHA, MIOSHA, DOT and EPA standards and are customized to our industry
- All work crews are directed to call their Route Manager immediately if any unknown materials deemed Hazardous Materials at the curbside that could cause harm to them if touched or smelled.
- Route Managers are directed to contact the District Manager or call Steve Forgacs, Manager, Environmental Protection
- Drive Cam was installed in WM vehicles nationwide since 2014. This safety tool allows active recording 7 seconds before a trigger incident and 7 seconds after.
- A trigger incident can be a collision, hard braking incident, running a stop sign, employee on their cell phone, unbelted employee or loader and speeding.
- WM strives to be the company with the number 1 safety performance in the industry



## **RESPONSIBILITY AND ENVIRONMENTAL STEWARDSHIP**

WM has taken note of the fact that our municipal customers have and continue to introduce and embrace sustainable and environmentally friendly “Green” practices in the day-to-day operation of local government. At WM we believe that a community should demand nothing less than “Green” practices from its solid waste service provider, by insisting that they lead the way through their actions by providing sustainable and environmentally friendly solid waste services.

WM’s Think Green Initiative is designed to do just that. WM leads our industry in development and implementation of sustainable practices when it comes to management of solid waste. We are committed to providing, through our actions, solid waste services and solutions that will reverse the way we think about waste. WM is putting the four R’s into action as we continue to practice and provide solutions to Reduce, Reuse, Recycle and Recover the resource. Log on to [www.thinkgreen.com](http://www.thinkgreen.com) to learn more. Here are a few examples:

- WM has over 100 Gas to Energy projects at our landfills. The EPA has endorsed landfill gas as an environmentally wise alternative energy resource to reduce reliance on fossil fuels. WM is proud to have the resources to promote environmental sustainability for North America.
- WM managed 13.8 million tons of recycled commodities in 2014.
- Nationwide WM’s fleet contains nearly 2000 collection and recycle trucks that run on 100 percent natural gas instead of diesel fuel. Both the EPA and US Department of Energy have recognized WM for its work in advancing technologies for alternative fueled vehicles.
- WM has launched a new recycle campaign, Recycle Often Recycle Right our effort to encourage residents to recycle every acceptable item in their local

program, clean and rinse the item to help the processor prepare the best bale of recycle material possible.

- Reducing residual material levels at the processing facilities and ensure residents are recycling the right materials
- Become an ambassador sign up on [recycleoftenrecycleright.com](http://recycleoftenrecycleright.com)