



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
to
Contract Number **511B6600052**

CONTRACTOR	Waste Management of Michigan, Inc
	48797 Alpha Drive, Suite 150
	Wixom, MI 48393
	Nicholas Sheffler
	989-239-9813
	nsheffler@wm.com
	Tax ID (last four digits only)

STATE	Program Manager	Mike Alma	MARNG
		989-344-6789	
	Email: MICHAEL.H.ALMA.MIL@MAIL.MIL		
	Contract Administrator	Elizabeth Noffsinger	DMVA
989-344-6190			
Email: noffsingere@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: Rubbish removal services at Camp Grayling Joint Maneuver Center				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2016	June 30, 2019	2-1 year	June 30, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 30				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		June 30, 2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$240,000.00		\$60,000.00	\$300,000.00	
DESCRIPTION: The contract change is to change the Program Manager from Scott Etelamaki to Michael Alma and increase the contract to \$300,000.00. All other terms and conditions remain the same.				

Form No. DTMB-3522 (Rev. 4/2012)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN
 DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
 STATE OPERATIONS – PURCHASING AND CONTRACTS
 RESERVE FORCES SUPPORT CENTER
 3423 N. MARTIN LUTHER KING JR BLVD, SUITE 320
 LANSING, MI 48906**

**NOTICE OF CONTRACT NO. 511B6600052
 between
 THE STATE OF MICHIGAN
 DEPARTMENT OF MILITARY AND VETERAN AFFAIRS
 and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Waste Management of Michigan, Inc. 48797 Alpha Drive, Suite 150 Wixom, MI 48393	Nicholas Sheffler	nsheffler@wm.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	989-239-9813	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	DMVA	LTC Scott Etelamaki	989-915-7793	scott.e.etelamaki.mil@mail.mil
PROGRAM MANAGER:	DMVA	Kathy Lince	989-344-6182	katherine.d.lince.nfg@mail.mil
BUYER:	DMVA	Elizabeth Noffsinger	989-344-6190	noffsingere@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Rubbish removal services at Camp Grayling Joint Maneuver Training Center			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three years	7/1/2016	6/30/2019	Two, One year options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

MINMUM DELIVERY REQUIREMENTS:	
N/A	
MISCELLANEOUS INFORMATION:	
N/A	
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	\$240,000.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation # **5116B0007313**
Orders for delivery will be issued directly by the Department of Military and Veteran Affairs through the issuance of a Purchase Order Form.

Notice of Contract #: 511B6600052

FOR THE CONTRACTOR:	FOR THE STATE:
Waste Management of Michigan, Inc.	Signature
Firm Name	Kimberly Graham Buyer Manager, CPPB
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	Department of Military and Veteran Affairs
Date	Enter Name of Agency
	Date



STATE OF MICHIGAN
Department of Military and Veterans Affairs

Rubbish Removal Services

CONTRACT NO. 511B6600052

DMVA, State Operations, Purchasing and Contracts

Buyer Name: Elizabeth Noffsinger
Telephone Number: 989-344-6190
Fax: 989-344-6118
E-Mail Address: noffsingere@michigan.gov

STATE OF MICHIGAN
CONTRACT #511B6600052
RUBBISH REMOVAL SERVICES FOR CAMP GRAYLING JMTC

EXHIBIT A STATEMENT OF WORK
CONTRACT ACTIVITIES

BACKGROUND

This Contract is for Rubbish Removal Services for the State of Michigan Department of Military and Veterans Affairs (DMVA), Camp Grayling Joint Maneuver Training Center (JMTC), Grayling Army Airfield, Mobilization and Training Equipment Site (MATES) all located in Grayling, Michigan. This will be a three year contract with 2 one year extensions, possible.

Camp Grayling JMTC Estimated troop strength per annual training season is 7,500 to 10,000 soldiers. Annual Training (AT) dates for each year run from approximately April 1st through September 30th.

Contractor to furnish, install, set in place, and regularly service containers as specified on the attached Exhibit A-Attachment 1. The facility Managers or their designee will have final determination of container locations, collection frequency, and times. Based on budgetary constraints this contract may or may not be awarded .

SCOPE

Furnish, install, set in place, and regularly service containers at the locations and specifications listed on Exhibit A-Attachment 1 and according to the terms of this proposal.

1. General Requirements

1.1. Service Specifications

The Contractor must provide the following:

A. OPEN TOP ROLL-OFFS

- Provide open top roll-offs where and when as specified in Exhibit A-Attachment 1.
- Containers shall have tight fitting, top loading split covers with lid covers/positioners.
- Contractor will be responsible to keep pick up areas are to be kept clean and free of spillage at each time of service.
- All roll-off containers must be constructed of heavy-gauge painted steel, which resists rust and leaks, reduces fire hazards and aids in pest control.
- Containers must be properly labeled with type of trash accepted
- Advertising, that is not the awarded contractors, is not permitted on the containers.

Contractor's response

Waste Management will provide as needed 20, 30 or 40 yard container. Roll off containers are ¼" floor, 7 gauge sides. More details in Exhibit A- Attachment 1, Section A-Roll-Off Container Descriptions.

B. SELF-CONTAINED OR STATIONARY COMPACTORS

- Provide self-contained or stationary compactors where and when as specified in Exhibit A-Attachment 1.
- Each compactor unit to be capable of operating on electrical power with a 10 h. p. minimum TEFC electrical motor. The current power provided is 220 volt single phase.
- Controls shall be push button starter with an automatic cycle and dead man switch.
- 1.5 cubic yard minimum collection hopper
- Minimum pressure 1500 psi. There shall be a pressure gage on the pump output line to monitor the operating pressure.
- 25-30 cubic yard compactor box
 - Multi Cycle Timer (allows for multiple cycles of the ram)
 - 8" minimum ram penetration into the container
- ¾ full or full light indicators.
- Smart technology or alternative technology for capacity indication is preferred. Technology should provide automatic monitoring of the compactor. Electronic notice will be sent to the contractor and the State of Michigan DMVA Project Manager when the compactor is 75% full.
- Each compactor unit will be scheduled for dumping when it reaches a minimum of 75% full.
- A full compactor will be emptied or replaced within 4 hours of notification by Camp Grayling Facility Engineering personnel. This service is required 24 hours a day, and 7 days a week. Exceptions will be made on a case-by-case basis.

Contractor's response

The 3/16" thick (7GA) container body and 1/4" thick floor plate provide extra insurance against rust-through. More details in Exhibit A- Attachment 1, Section B –Compactor and Monitor Descriptions.

C. ROLL-OFF RECYCLING CONTAINERS (3 or more Bin 12 yard roll-offs)

- All 3 (or more) Bin roll-off recycling containers are to be at least with at least 3 material specific slots able to accept a variety of materials.
- Contractor to provide 3 (or more) Bin roll-off containers where and when as specified in Exhibit A-Attachment 1.
- The 3 (or more) Bin roll-off recycling containers must be clearly marked and labeled as recycling containers
- Contractor to provide Camp Grayling JMTC a rebate for the commodities received from the materials recycled/retrieved from both the 3 (or more) Bin roll-off recycling containers and the demolition containers (if any), based on the current market rates less transportation and any additional processing needed .
- Rebates will be applied to the bill of the location that the recycled material was retrieved. Rebates shall be reflected on the locations invoice within 2 billing cycles of collection or 60 days from date of collection whichever comes first.
- Contractor to provide a printed and itemized summary of the collected materials from the roll-off recycling containers to include but not limited to the type and weights of the recyclables and non-recyclable waste recovered by location. Included in the printed summary must be the value/price of the recycled materials.
- Camp Grayling JMTC reserves the right to remove recyclables from these containers and process those materials at their local facility at their discretion should they choose to do so.
- The contractor shall develop and maintain a quality program to ensure refuse and recycling services are performed in accordance with commonly accepted commercial practices.

- The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services.

Contractor's response

Do to the current market conditions recycle material collected loose and unprocessed does not allow for a rebate. As market conditions improve , this process will be reevaluated. More details in Exhibit A- Attachment 1, Section C-Acceptable Recycle Material

1.2. ADDITIONAL REQUIREMENTS

- When excess refuse is stacked against full containers, this material must also be picked up with collection by the Contractor.
- Collection vehicles shall not be parked longer than necessary to make vicinity collections.
- Refuse containers will be handled carefully and with caution to avoid damage or abuse that would cause them to be unsightly.
- Any contractor owned container that presents a hazard to the agency or public must be immediately removed and replaced by the contractor.
- Contractor is responsible for all permits that may be required.
- Refuse and accumulations spilled from container while being serviced must be immediately cleaned up by contractor's collector.
- The contractor must have equipment and personnel to adequately perform the specified service.
- The contractor is responsible for all maintenance of all units. In the event of mechanical breakdown of trucks or equipment the contractor will be expected to provide backup service so that pick-ups will be performed as required. Downtime of equipment or delay in service will not exceed four (4) hour. Contractor must have sufficient backup units so that when a full unit is picked up, an empty one is left for use
- All containers will be the property of the contractor and maintenance of those containers shall be the responsibility of the contractor.
- Any of the locations may be canceled from the proposed contract if the service is no longer required.
- Locations may be increased or added, based on mission and construction requirements per the terms and conditions of the contract.
- All containers shall be clean, well painted and in like new condition. Containers shall have tight fitting, top loading split covers with lid covers/positioners. Pick up areas are to be kept clean and free of spillage at each service.

Contractor's response

Details in Exhibit A-Attachment 1, Section D- Statement of Qualifications

2. Service Levels

2.1. Time Frames

The contractor must have equipment and personnel to adequately perform the specified service. In the event of mechanical breakdown of trucks or equipment the contractor will be expected to provide backup service so that pick-ups will be performed as required. Downtime of equipment or delay in service will not exceed four (4) hour.

2.2. Delivery

Pick-ups shall be between the hours of 5:00a.m. and 7:00 p.m. Monday through Friday unless otherwise previously agreed to by the contractor and location Program Manager.

The agency shall notify the contractor by phone of all pick-ups identified on the pricing sheets as “on call”. The contractor is to respond to the agency “on-call” request for pick-up within 24-hours. This includes Saturday but historically it does not happen very often

Holidays will be included in pick-up times unless no pick up is required by mutual agreement with the agency. It is anticipated that pick-up would be required on the 4th of July as well as Columbus Day.

In the event that a Holiday falls on a pick up day the contractor will pick up on the following work day. The following Legal Holidays are observed by the base:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Contractor’s response

Hours of operation M-F 5:30am until 6:30pm, Sat 6:00am until noon

24-7 call center and service if required. Details in Exhibit A-Attachment 1, Section E- 24/7 Call Center.

2.3 Service Delivery Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Performance Threshold
Collect and Dispose of Solid Waste in accordance with the established schedule.	No more than 2 Customer Complaints monthly.
Process, Market, Promote, and Provide Training for Recyclable Materials.	No more than 2 Customer Complaints monthly.
Maintain equipment in good workable condition. Trucks should be washed and free of odors	No more than 4 Customer Complaints monthly.
Perform unscheduled collections as required by the Project Manager and/or Facility Manager at	0 Deficiencies permitted. (Delivery order shall not be

Camp Grayling JMTC.	accepted until all deficiencies are corrected.)
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Contractor’s response

Waste Management has HOC (haul or call) and MPU (missed pick up) processes. Details in Exhibit A-Attachment 1, Section F – HOC/MPU Process

2.4. Installation/Delivery

Delivery of the initial containers under the proposed contract will be expected within 45 calendar days upon award of finalized contract agreement. All containers must be delivered and in place by the start date of the contract.

Contractor’s response

Waste Management currently has equipment on site with the exception of the roll off recycle containers. These additional containers can be delivered on 7-1-16 or as needed.

2.5. Reporting

The Contractor must submit with the invoice the following reports:

- Monthly printed and itemized summary of the collected waste from the roll-off recycling containers separated into a least 3 categories: recyclable materials (metals, wood, paper, etc.), organics (food waste and other like waste that is suitable for composting), and finally non-recyclable waste (amount and the composition of this waste).
- Printed summary of value/price of the recycled materials both with monthly invoices and as a cumulative report annually.
- Annually a summarized list of the amount of materials that were recycled and the amount of materials sent to the landfill.

Contractor’s response

Recycling diversion report sample and details in Exhibit A-Attachment 1, Section G- Recycling Report.

2.6 Quality Assurance

The State of Michigan DMVA Program Manager will periodically evaluate the contractor’s performance by appointing a representative(s) to monitor performance to ensure services are received. The State of Michigan DMVA Program Manager representative will evaluate the contractor’s performance through intermittent on-site inspections of the contractor’s quality control program and receipt of complaints from base personnel. The State of Michigan DMVA Program Manager may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of

repeated customer complaints. Likewise, the State of Michigan DMVA Program Manager may decrease the number of quality control inspections if performance dictates. The State of Michigan DMVA Program Manager will also receive and investigate complaints from various customers located on the installation. The contractor shall be responsible for initially validating customer complaints. However, the State of Michigan DMVA Program Manager or assigned representative shall make final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).

Contractor's response

SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer, Customer may terminate this Agreement with the payment of all monies due through the termination date. More details on Exhibit A-Attachment 1, Section H-Service Guarantee .

3. Staffing

3.1. Contractor Representative

The Contractor must appoint Project Manager, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, be knowledgeable on the contractual requirements, and respond to State inquiries etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

3.2 Toll-Free number/Contact telephone number

The Contractor must provide the Project Managers a phone number to contact the Contractor 24 hours a day 7 days a week.

Contractor's response

Project Manager: Nicholas Sheffler nsheffler@wm.com
Mobile: 989-239-9813 Office: 989-705-8925 Toll free: 866-797-9018

3.3. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Of the total bid, the price of the subcontractor's work.

Contractor's response

Waste Management will perform services.

3.4 Security

The Contractor will be subject the following security procedures:

All employees/staff of the contractor must have valid identification and be prepared to have their vehicles searched. Contractor employees may be required to have background checks performed

The State may require the Contractor's personnel to wear State issued identification badges.

Vehicles with permanently affixed cameras are allowed but must meet the following:

- It cannot be removed for the vehicle
- It cannot swivel or pivot.
- It does not record continuously.
- It only records for 12 seconds or less.
- Is activated only in the event of unusual force.
- Camera cannot be active remotely
- Contractor has a camera bag in each vehicle that can and will be used to cover the camera if requested by security personnel.

Contractor's response

Waste Management drivers have been instructed not to use cameras on site.

4. Pricing

4.1. Price Term

Pricing is firm fixed for the entire length of the Contract. Contract start date is anticipated to be July 1, 2016 to June 30, 2019 with two 2 one year extension options.

Contractor's response

Waste Management accepts terms for the three year agreement and two-one year extension options.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be an annual Purchase Order

6. Acceptance

6.1. Acceptance, Inspection and Testing

DMVA will use the acceptance process defined in Section 16, Acceptance, of the Standard Contract Terms

7. Invoice and Payment

7.1. Invoice Requirements

Invoice billing will be rendered on a monthly basis. A single invoice for each location depicting all pick-ups for the billing cycle shall be mailed to the following address:

FOR CAMP GRAYLING:
Department of Military and Veterans Affairs
Camp Grayling JMTC
1000 M-93
Headquarters – Attn: Elizabeth Noffsinger Building 4
Grayling, MI 49739-0001

All invoices submitted to the DMVA must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); and (g) total price.

All invoices must reflect the rebate received from any materials that were recycled from the roll-off recyclable containers within 60 days as detailed in 2.4 of Exhibit A.

Contractor's response

Invoice sample and instructions in Exhibit A-Attachment 1, Section I-Invoice.

8. Payment Methods

The State will make payment for Contract Activities by EFT within 30 days of the accepted required reports.

9. Project Plan

The Contractor to provide a project plan, how it will be managed with a project breakdown identifying sub-projects, tasks, and resources required at time of bid.

The Contractor will carry out this project under the direction and control of the Program Manager.

Contractor's response

Waste Management will provide service per requirements. Details in Exhibit A-Attachment 1, Section J-Pricing.

10. Meetings

Successful vendor will have a pre-startup meeting or meetings within 30 days of award to receive necessary orientation and security clearances prior to start of any contracted services. The meeting will be scheduled by DMVA Program Managers

The State of Michigan may schedule additional meetings as deemed necessary

Contractor's response

Waste Management accepts terms.

11. Licensing Agreement/Disposal

The Contractor must provide a copy of any applicable licensing agreement.

All material picked up from the dumpsters and compactors and sent to landfill shall be disposed of in a facility properly licensed under the requirements of the Michigan Waste Management Act (P.A. 641 of 1978) as amended and the administrative rules adopted pursuant to that act.

Contractor's response

Details in Exhibit A-Attachment 1, Section K-State and Federal Pricing.

11.1 Disposal

All material picked up from the dumpsters and compactors (not including recycling bins) shall be disposed of in a facility properly licensed under the requirements of the Michigan Waste Management Act (P.A. 641 of 1978) as amended and the administrative rules adopted pursuant to that act. The disposal site shall be in compliance with applicable State and Federal laws, rules, and regulations. It shall not be a listed Superfund site or on the Michigan Sites of Environmental Contamination Priority List published pursuant to the Michigan Environmental Response Act (P.A. 307 of 1982 as amended). A listed Superfund or P.A. site may be used when the State generated waste is disposed in a portion of the site which is currently in compliance with applicable statutes, rules, regulations, and when the site is currently engaged in appropriate remedial response activity regarding those portions of the site which are not in compliance.

Solid waste haulers shall provide disposal services at licensed facilities which are authorized in the applicable Solid Waste Management Plan (s) plan to accept solid waste from the locations included in this bid. These sites were identified according to Section 13 (a) and 30 (2) and Rule 711 (e) (iii) of the Michigan Solid Waste Management Act, 1978 P.A. 641, as amended (Act 641). If at any time the disposal site is not in compliance with the requirements stipulated above, the State reserves the right to amend or cancel the contractual agreement.

Contractor's response

Waste Management accepts terms and will be disposing of waste at our Waters Landfill.

11375 Sherman Rd, Frederic, MI 49733

11.2. Environmental and Energy Efficient Products

The Contractor must provide information on products that meet the following environmental or energy efficient standards:

Contractor's response

Details in Exhibit A-Attachment 1, Section L-Renewable Energy

11.3. Hazardous Chemical Identification

Hazardous Chemicals are not to be placed in the dumpsters provided by the Contractor.

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that were provided under any resulting contract.

Contractor's response

Waste Management accepts terms.

Contract No. 051116B0007313
 Rubbish Removal at Camp Grayling JMTC

EXHIBIT C- PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the space provided on EXHIBIT C-Attachment 1.. The pricing schedule should be submitted in a modifiable format (e.g.. Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: __N/A____ % discount off invoice if paid within __N/A____ days after receipt of invoice.

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

CAMP GRAYLING -JMTC	Type of container	Size of Container	Unit	# of units	Service period	Pick up/tip schedule	# of Months	Average /number of pulls per month	Trans- portation fee per unit*	Tipping/service fee per unit*	Monthly rental fee per unit*	Annual cost*
Beaver Creek Site-Main Camp	Self-contained compactor	30-35 cubic yards	Per	1	Year Round	As needed/On call	12	2	\$325.00	included	\$469.00/new	\$13,428.00
Grayling Army Airfield	Self-contained compactor	30-35 cubic yards	Per	1	Year Round	As needed/On call	12	2	\$325.00	included	\$469.00/new	\$13,428.00
Jones Lake	Self-contained compactor	30-35 cubic yards	Per	1	4/31 to 10/1	As needed/On call	12	1	\$325.00	included	\$469.00	\$4764.00
Bldg 560	Open top roll off	30-35 cubic yards	Per	1	Year Round	As needed/On call	12	1	\$299.00	included	\$0.00	\$3588.00

CAMP GRAYLING -JMTC	Type of container	Size of Container	Unit	# of units	Service period	Pick up/tip schedule	# of Months	Average /number of pulls per month	Transportation fee per unit*	Tipping/service fee per unit*	Monthly rental fee per unit*	Annual cost*
Beaver Creek Recycling Center-Demo materials	Open top roll off	30-35 cubic yards/Recycling Roll Off	Per	1	Year Round	As needed/On call	12	1	\$299.00	included	\$0.00	\$3588.00
Bldg 950 ASP	Open top roll off	30-35 cubic yards	Per	1	Year Round	As needed/On call	12	1	\$299.00	included	\$0.00	\$3588.00
Bldg 950 ASP-Demolition materials	Open top roll off	30-35 cubic yards/Recycling Roll Off	Per	1	Year Round	As needed/On call	12	1	\$299.00	included	\$0.00	\$3588.00
Recycling Center-Beaver Creek-Wood materials	Open top roll off	30-35 cubic yards/Recycling Roll Off	Per	1	Year Round	As needed/On call	12	1	\$204.00	included	\$0.00	\$2448.00
Bldg 950 ASP-Wood materials	Open top roll off	30-35 cubic yards/Recycling Roll Off	Per	1	Year Round	As needed/On call	12	1	\$204.00	included	\$0.00	\$2448.00
1480 Bld MRPC Range 30 NOW CACTF	Open top roll off	6 yards	Per	1	Year Round	As needed/On call	12	1	included	\$51.75/per pick up	\$0.00	\$621.00
New Mess Hall Bldg 100	Open top roll off	6 yards	Per	1	4/31 to 10/1	As needed/On call	6	2	included	\$51.75/per month	\$0.00	\$310.50
Bldg 400 TMC	Open top roll off	6 yards	Per	1	4/31 to 10/1	As needed/On call	6	2	included	\$51.75/per month	\$0.00	\$310.50
GAAF	Open top roll off	6 yards	Per	1	4/31 to 10/1	As needed/On call	6	12	included	\$155.00/per month	\$0.00	\$930.00
TISA	Open top roll off	6 yards	Per	1	4/31 to 10/1	3x (M, W, F)	6	12	included	\$155.00/per month	\$0.00	\$930.00

CAMP GRAYLING -JMTC	Type of container	Size of Container	Unit	# of units	Service period	Pick up/tip schedule	# of Months	Average /number of pulls per month	Trans- portation fee per unit*	Tipping/service fee per unit*	Monthly rental fee per unit*	Annual cost*
TISA*	3 (or more) Bin recycling roll off	12 yards	Per	1	Year Round	As needed/On call	12	1	\$450.00	included	\$75.00	\$6300.00
Recycle Center*	3 (or more) Bin recycling roll off	12 yards	Per	1	Year Round	As needed/On call	12	1	\$450.00	included	\$75.00	\$6300.00
GAAF*	3 (or more) Bin recycling roll off	12 yards	Per	1	Year Round	As needed/On call	12	1	\$450.00	included	\$75.00	\$6300.00
Building 631*	3 (or more) Bin recycling roll off	12 yards	Per	1	Year Round	As needed/On call	12	1	\$450.00	included	\$75.00	\$6300.00
Additional 6 yard dumpster	Open top roll off	12 yards	Per	1	As needed	As needed/On call	As needed	As Needed	included	\$51.75/per pick up	\$0.00	
Additional 30-35 cubic yard roll off	Open top roll off	30-35 cubic yards	Per	1	As needed	As needed/On call	As needed	As Needed	\$299.00	included	\$0.00	
Additional 3 (or more) Bin recycling roll off	3 (or more) Bin recycling roll off	12 yards	Per	1	As needed	As needed/On call	As needed	As Needed	\$450.00	included	\$75.00	

EXHIBIT A-ATTACHEMENT 1

CAMP GRAYLING - JMTC	Type of container	Size of Container	Unit	# of units	Service period	Pick up/tip schedule	# of Months
Beaver Creek Site-Main Camp	Self-contained compactor	30-35 cubic yards	Per	1	Year Round	As needed/On call	12
Grayling Army Airfield	Self-contained compactor	30-35 cubic yards	Per	1	Year Round	As needed/On call	12
North FOB	Self-contained compactor	30-35 cubic yards	Per	1	4/31 to 10/1	As needed/On call	12
Bldg 560	Open top roll off	30-35 cubic yards	Per	1	Year Round	As needed/On call	12
Beaver Creek Recycling Center-Demo materials	Open top roll off	30-35 cubic yards/Recycling Roll Off	Per	1	Year Round	As needed/On call	12
Bldg 950 ASP	Open top roll off	30-35 cubic yards	Per	1	Year Round	As needed/On call	12
Bldg 950 ASP-Demolition materials	Open top roll off	30-35 cubic yards/Recycling Roll Off	Per	1	Year Round	As needed/On call	12
Recycling Center-Beaver Creek-Wood materials	Open top roll off	30-35 cubic yards/Recycling Roll Off	Per	1	Year Round	As needed/On call	12
Bldg 950 ASP-Wood materials	Open top roll off	30-35 cubic yards/Recycling Roll Off	Per	1	Year Round	As needed/On call	12
1480 Bld MRPC Range 30	Open top roll off	6 yards	Per	1	Year Round	As needed/On call	12
Bldg 560, Logistic Support	Open top roll off	6 yards	Per	1	Year Round	3x (M, W, F)	12
Bldg 1400 Mates	Open top roll off	6 yards	Per	1	Year Round	3x (M, W, F)	12
New Mess Hall Bldg 100	Open top roll off	6 yards	Per	1	4/31 to 10/1	As needed/On call	6
Bldg 400 TMC	Open top roll off	6 yards	Per	1	4/31 to 10/1	As needed/On call	6
GAAF	Open top roll off	6 yards	Per	1	4/31 to 10/1	As needed/On call	6
TISA	Open top roll off	6 yards	Per	1	4/31 to 10/1	3x (M, W, F)	6
TISA*	3 (or more) Bin recycling roll off	12 yards	Per	1	Year Round	As needed/On call	12
Recycle Center*	3 (or more) Bin recycling roll off	12 yards	Per	1	Year Round	As needed/On call	12

EXHIBIT A-ATTACHEMENT 1

CAMP GRAYLING - JMTC	Type of container	Size of Container	Unit	# of units	Service period	Pick up/tip schedule	# of Months
GAAF*	3 (or more) Bin recycling roll off	12 yards	Per	1	Year Round	As needed/On call	12
Building 631*	3 (or more) Bin recycling roll off	12 yards	Per	1	Year Round	As needed/On call	12
Additional 6 yard dumpster	Open top roll off	12 yards	Per	1	As needed	As needed/On call	As needed
Additional 30-35 cubic yard roll off	Open top roll off	30-35 cubic yards	Per	1	As needed	As needed/On call	As needed
Additional 3 (or more) Bin recycling roll off	3 (or more) Bin recycling roll off	12 yards	Per	1	As needed	As needed/On call	As needed

STATE OF MICHIGAN



STANDARD CONTRACT TERMS

0511B6600052

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Waste Management of Michigan, Inc. (“**Contractor**”), a Michigan corporation. This Contract is effective on July 01, 2016 (“**Effective Date**”), and unless terminated, expires on June 30, 2019.

This Contract may be renewed for up to 2 one year of Renewal Options] additional. Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State: Elizabeth Noffsinger Camp Grayling JMTC	If to Contractor: Waste Management of Michigan, Inc. Bradley McQuiston
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1000 M-93, Bld 4 Grayling, MI 49738] noffsingere@michigan.gov	48797 Alpha Drive Wixom, MI 48393 bmcquis1@wm.com (248) 836-7337
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3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State: Elizabeth Noffsinger Camp Grayling JMTC 1000 M-93, Bld 4 Grayling, MI 49738] noffsingere@michigan.gov	Contractor: Waste Management of Michigan, Inc. Bradley McQuiston 48797 Alpha Drive Wixom, MI 48393 bmcquis1@wm.com (248) 836-7337
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State: For Camp Grayling Scott Etelamaki Facilities Engineer Camp Grayling-JMTC Facility Engineering, Bldg 36 Camp Grayling, MI 49739 989-344-6183 OR Kathy Lince Work Order Clerk Camp Grayling-JMTC Facility Engineering, Bldg 36 Camp Grayling, MI 49739 989-344-6182	Contractor: Waste Management of Michigan, Inc. Bradley McQuiston 48797 Alpha Drive Wixom, MI 48393 bmcquis1@wm.com (248) 836-7337
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
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Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights

against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. Administrative Fee and Reporting

8. Extended Purchasing Program. Reserved

9. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. Staffing. The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. Background Checks. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. Change of Control. Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.

18. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

19. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 20. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 21. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 22. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 23. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 24. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to

establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 25. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 26. Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 27. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 28. RESERVED**
- 29. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c)

- should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.
- 30. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any

extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

31. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
32. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
33. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
34. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
35. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
36. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as

lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

37. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
38. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
39. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

40. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
41. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
42. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
43. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
44. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
45. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
46. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

Attachments to Exhibit A

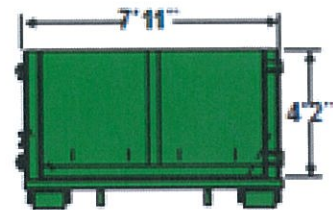
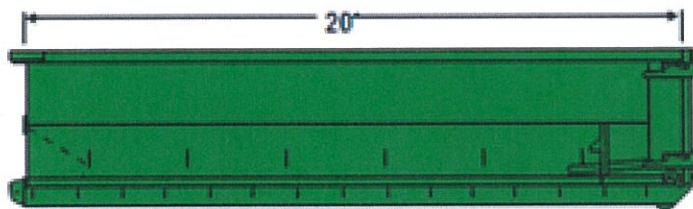
<u>ROLL OFF CONTAINER DESCRIPTIONS</u>	A
<u>COMPACTOR AND MONITOR DESCRIPTIONS</u>	B
<u>ACCPETABLE RECYCLE MATERIAL</u>	C
<u>STATEMENT OF QUALIFICATIONS</u>	D
<u>24/7 CALL CENTER</u>	E
<u>HOC-MPU PROCESS</u>	F
<u>RECYCLING REPORT</u>	G
<u>SERVICE GUARANTEE</u>	H
<u>INVOICE SAMPLE AND INSTRUCTIONS</u>	I
<u>EXHIBIT C-ATTACHMENT 1</u>	J
<u>STATE AND FEDERAL LICENSING</u>	K
<u>ENVIRONMENTAL AND ENERGY EFFICIENT PRODUCTS</u>	L

Attachment A

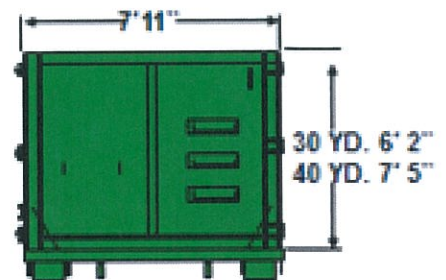
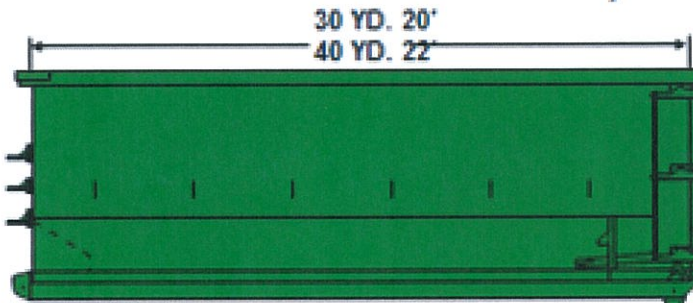
Roll-Off Container Descriptions

1/4" floor, 7 gauge sides

Roll-off Containers



20 Yard Open Top



30 & 40 Yard Open Top



Attachment B

Compactor and Monitor Descriptions

RJ-250 SC

Self-Contained Compactor
with 15 to 39 Cubic Yard
Capacity Container



Totally



Listed!



RJ-250SC with
optional doghouse
hopper.

RJ-250SC Features

- Great for high liquid waste
- Large 40 1/2" x 58" Feed Opening
- Full Door Seal with "P" Seal
- Bubble Gate with Auto Relatch and Double-Hinge Door
- Qwik Clean® Tank
- CYCON Life-Xtender® Cyclic Control System
- Signature Series Warranty
- Unit is **Totally UL Listed!**



WHY MARATHON IS THE PREFERRED CHOICE

Compare a Marathon RJ-250 with any other self-contained compactor on the market, and you'll quickly discover why Marathon is the preferred choice of discriminating buyers.

Components are selected for **longevity and minimum maintenance**, with special attention given to the selection of highly sensitive components. Stress engineering provides the optimum degree of structural integrity. Only the best materials are used. The highest standards of quality are observed in the manufacturing process. That's why you'll find Marathon Compactors "packing trash" long after other makes have failed!

The RJ-250 units are state-of-the-art in roll-off self-contained compactors featuring **oversized feed opening and expanded container storage capacity**. The RJ-250 Compactors are designed to store and transport your waste, prevent contamination of your work and public areas in accordance with public health department requirements, improve working conditions for your employees and reduce disposal costs.

Both the RJ-250SC and RJ-250HT Compactors **can be customized with a variety of loading arrangements** to suit your specific needs. The RJ-250HT is particularly well suited for security chute-fed and dock-fed applications where maneuvering space for the collection vehicle is limited. Unique to the RJ-250HT, the compactor is built into the same door through which the compacted refuse is later emptied. This eliminates the need for the additional space necessary for the time-consuming double "turn-around" maneuver required for conventional self-contained models.

Specifications:

Charge Box Capacity
 [Mfrs. Rating]1.7 cu yd1.30 m³
 [WASTEC Rating]1.29 cu yd0.99 m³
 Clear Top Opening40 1/2" L x 58" W1029 mm x 1473 mm

Performance Characteristics:

Cycle Time33 s33 s
 Total Normal Force39,900 lb177 kN
 Total Maximum Force49,500 lb220 kN
 Normal Ram Face Pressure27.1 psi189 kPa
 Maximum Ram Face Pressure33.7 psi235 kPa
 Ram Penetration6"152 mm

Electrical Equipment:

Electric Motor 3/60/230-46010 hp7.5 kW
 Electric Control Voltage120 VAC120 VAC
 Panel Box Assembly
 UL RatedKey Operated
 All Circuits Fused - 3 Push Button Station/Start/Stop/Reverse

Hydraulic Equipment:

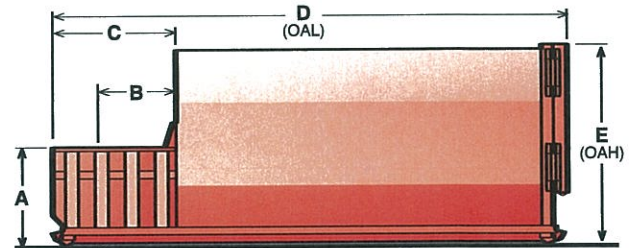
Hydraulic Pump10 gpm38 L/min
 Normal Pressure1850 psi128 bar
 Maximum Pressure2300 psi159 bar
 Hydraulic Cylinders (2) - Bore4"102 mm
 - Rod2-1/2"64 mm

RJ-250SC/RJ-250HT FEATURES:

- Exclusive **40 1/2" x 58"** feed opening to handle large, bulky items!
- **Continuous feeding capability** – even while compactor is operating!
- Adaptable to special loading systems such as large capacity hoppers, security chutes or total enclosures.
- Total odor and pest control via Marathon's Ozone Odor Control option
- Easy loading from either ground or dock level.
- Over 24 tons of crushing force to reduce refuse to a fraction of its former size **saving valuable space**.
- Fits into same space as the pace-setting RJ-100SC Ultra! Extra length roll-off hoist is not required!
- Easy and fast installation! Installation costs are cut by half over conventional compaction systems.
- Fire hose connection provided on each unit.
- Factory testing to assure leakproof construction.
- Totally **UL Listed**.

Signature Series Warranty

Featuring 3 Years Structure
 2 Years Components
 6 Months Labor



Dimensions not shown: 8'-4-1/8" (2543mm) Overall Width
 Ground Roller Widths: 61 7/8" (1569mm) Inside Rollers
 67 3/8" (1712mm) Roller Centers
 72 7/8" (1851mm) Outside Rollers

RJ-250SC	A	B	C	D**	E	LBS.
15 cu yds	4' - 0" 1219mm	3' - 7-1/4" 1099mm	5' - 7" 1702mm	14' - 3" 4521mm	7' - 5" 2261mm	8,860 4019kg
20 cu yds	4' - 0" 1219mm	3' - 7-1/4" 1099mm	5' - 7" 1702mm	17' - 4" 5499mm	7' - 5" 2261mm	9,520 4318kg
25 cu yds	4' - 0" 1219mm	3' - 7-1/4" 1099mm	5' - 7" 1702mm	17' - 10" 4521mm	8' - 8" 2642mm	10,030 4550kg
30 cu yds	4' - 0" 1219mm	3' - 7-1/4" 1099mm	5' - 7" 1702mm	20' - 5" 6553mm	8' - 8" 2642mm	10620 4818kg
34 cu yds	4' - 0" 1219mm	3' - 7-1/4" 1099mm	5' - 7" 1702mm	22' - 5" 7023mm	8' - 8" 2261mm	11,130 5049kg
39 cu yds	4' - 0" 1219mm	3' - 7-1/4" 1099mm	5' - 7" 1702mm	24' - 11-1/2" 7658mm	8' - 8" 2261mm	11,790 5348kg
RJ-250HT	A	B	C	D**	E	LBS.
25 cu yds	4' - 1" 1245mm	3' - 7-1/4" 1099mm	5' - 7" 1702mm	20' - 9-1/2" 6337mm	8' - 6" 2591mm	11,104 4773kg
29 cu yds	4' - 1" 1245mm	3' - 7-1/4" 1099mm	5' - 7" 1702mm	23' - 1" 7036mm	8' - 6" 2591mm	11,604 5264kg

* Overall height with hydraulic tailgate raised: 16'-6". Hoist should be equipped with selector valve (1500 psi minimum) in order to control hydraulic tailgate.

** Other lengths available. Call factory for details.

Marathon's Patented...

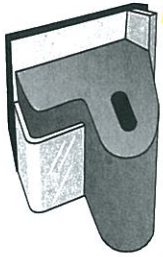
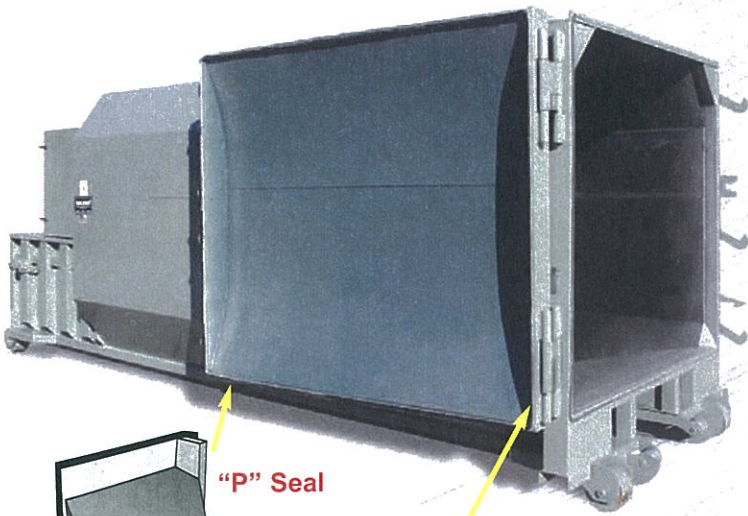
*CYCON Cyclic Control System

Standard on all RJ-250SC and 250HT Compactors

- Reliable, solid state circuitry eliminating all pressure and limit switches
- Extended cylinder and hose wear life – guaranteed by CYCON's no-shock cycle control
- Automatic "container full assurance system" – the ram dwells against the load at full pressure resulting in better compaction
- Smoother running, quieter operation
- Advanced hydraulic design allows the system to operate at minimum pressure levels except when actually packing solid waste
- More accurate Advanced Warning or Container Full options
- Dramatically improved cold weather performance

*U.S. Patent #4860646

CYCON
Life-Xtender®



"P" Seal

The "P" shaped Door Seal is specially

designed for portable compaction/ containers to provide a superior water tight closure. The mounting is engineered for quick and easy installation when replacement is necessary, requiring no field fitting, cutting or welding.

**Patented Double-Hinge with Bronze Bushing

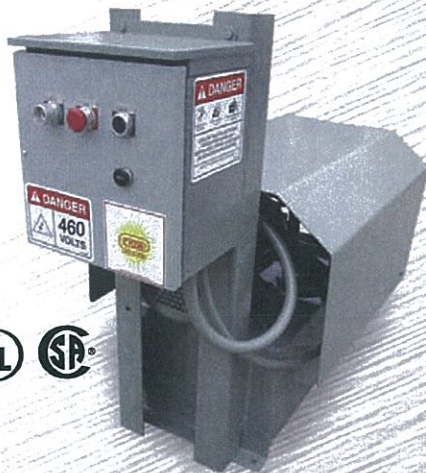
Every RJ-250SC is tested for water tightness before leaving the factory. Liquid retention is assured by the incredible **Double-Hinge!** It creates uniform seal compression while eliminating seal "scrubbing" and damage so often encountered with competitive designs. The **Double-Hinge** also saves expensive driver and truck time because only one easy-to-operate ratchet makes it work.

**U.S. Patent #4741455

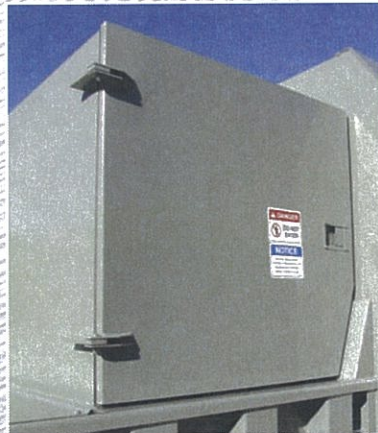
Bubble Gate & Auto Relatch

The innovative "**Bubble Gate**" adds a full cubic yard to container capacity! Superior compaction ratios result from its special curved shape! These two unique benefits **reduce costs of disposal.**

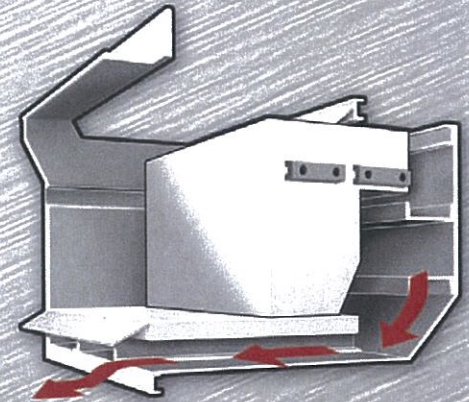
The ultimate in latch systems, Marathon's "**Auto Relatch**" eliminates the need to hold door while operating the latch ratchet. The design allows operator to use both hands on the ratchet.



Superior to power pack mounted on the compactor, the **Remote Power Pack** remains free of damage caused by jolting during transit to and from disposal site and problems caused by severe dust conditions found at the landfills. There are no electrical connections to "make" and "break" – two simple-to-use hydraulic quick disconnects couple power unit to packing head. The **Weather Cover** for the Remote Power Pack is standard, as is the **UL** and **CSA** rated **Power Box Assembly.**



The optional doghouse offers a totally enclosed charge box with extra large door opening (42"W x 40 5/8"H) and flush lockable latch.



The **Qwik Clean® Tank** feature, standard on all RJ-250SC and RJ-250HT Compactor/ Containers, funnels any liquid seepage which can occur during compaction into an enclosed area underneath the charge box floor. The liquid is automatically discharged at the disposal site, in effect flushing the container and the area behind the ram.

The 12" high, 750 gallon capacity **sump area** is designed to provide easier hook access for roll-off drivers.



RJ-250SC SERIES



Medical centers generally require a high degree of security and sanitation. The RJ-250SC provides both. Waste is safely stored out of reach of scavengers. Sanitary conditions are enhanced even further with the Marathon Ozone Odor Control System which destroys odor-producing bacteria by molecular reaction! At this medical center installation, cardboard is the main material processed for the purpose of recycling with a customized dock application and a 48 gallon cart dumper system installed.



This RJ-250SC, located at a hospital, is fed by a tipper on the dock and a conveyor system. The conveyor directs shredded "red bag" waste from a Marathon medical waste handling system. The self-contained compactor effectively solves spillage and leakage problems associated with conventional stationary compactors and containers.



Selected to handle large volumes of office waste and food waste from a cafeteria, the RJ-250SC compliments this large, downtown building which houses the corporate headquarters of a major department store. The "through-the-wall" chute allows the compactor to be loaded from a second floor location providing both convenience and security.



Equipped with an integral ground level cart dumper system, this RJ-250SC is ideal for sprawling apartment complexes, shopping centers, parks, resorts and other applications where a centralized disposal system is needed. "Trainable" carts can be located in convenient locations throughout the facility and periodically towed to the compactor.

The compactor ram automatically retracts when cart is being lifted so that the full capacity of charge box is available for trash being dumped. Forks remain in "full dump" position for transit to and from landfill.

RJ-250SC

RENTAL & LEASING PROGRAMS AVAILABLE

Visit our web site: www.MarathonEquipment.com

Authorized Distributor:



MARATHON EQUIPMENT COMPANY

P.O. Box 1798 • Vernon, AL 35592-1798 USA • (205) 695-9105 fax (205) 695-7250 1-800-633-8974

130 Hwy. 339 • Yerington, NV 89447 USA • (775) 463-4030 fax (775) 463-4531 1-800-624-5724

1102 Industrial Park Rd. • Clearfield, PA 16830 USA • (814) 765-0200 fax (814) 765-2072 1-800-922-7062

Pictures in this literature are illustrative only. Specifications are subject to change without notice in order to accommodate improvements to the equipment. Certified in compliance with ANSI Regulation Z245.2, all OSHA standards, and certified under WASTEC's Stationary Compactor Certification Program. Products must be used with safe practice and in accordance with said regulations and standards.





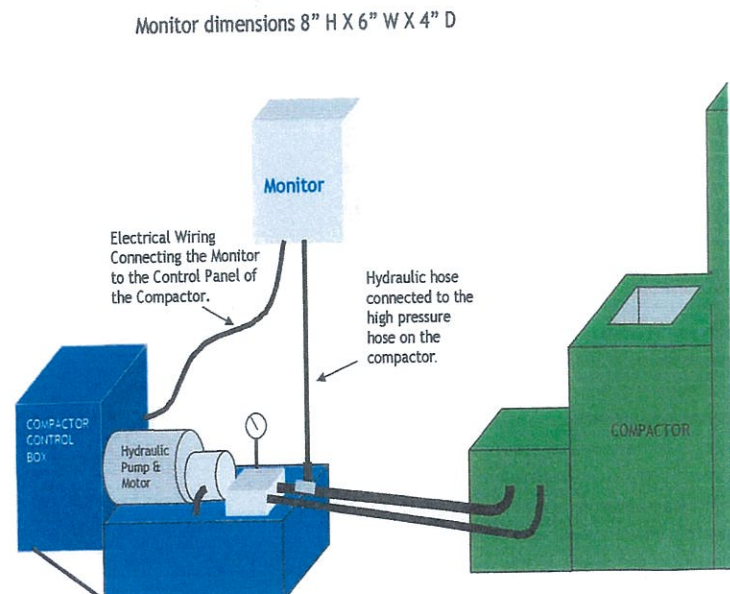
Waste Management's wireless compactor monitoring system is designed to optimize haul size, thereby reducing the frequency of compactor pickups. This can result in a number of benefits:

- Reduce the amount of service that you use and pay for - the median waste hauling cost savings for our customers is 40%
- Eliminate the need for your personnel to monitor compactor fullness and schedule pickups
- Prevent compactor overweight charges and unsanitary trash overflow conditions
- Benchmark your equipment's compaction capacity and operating condition
- Receive detailed compactor hauling reports

The monitor equipment reports compactor data to our server and informs Waste Management when the compactor's optimal or target fullness will be reached. Our specialists schedule and confirm the hauls needed to achieve the optimum pickup.

Monitor Unit

The wireless system consists of a fiberglass, watertight, lockable enclosure that houses a proprietary circuit board and wireless radio transmitter. This equipment accurately tracks such compactor functions as hydraulic pressure levels, usage, cycle time, and time of operation, 24 hours a day. The system is mounted on a wall by the trash compactor, indoors or outdoors. The monitor's electrical power is derived from the compactor, so there is no need for a dedicated power source. Because the unit is modular in design, components such as the processor board and the battery can be easily upgraded or replaced without the entire unit having to be removed and replaced. The wireless device has a battery with the ability to back up onboard data for at least three days after power loss. The system requires no onsite management. It can be polled at any time for real-time data and can be configured to automatically report data up to three times per day. Wireless coverage is available for Approximately 90% of all compactor sites in the United States.





Service Capabilities

The goal of our service is to maximize compactor capacity while also preventing “pack-outs,” or overly full compactors. Our service automatically takes into account and can adjust for many variations in the criteria that impact when optimum or target fullness occurs:

- Changes in day of the week usage patterns and pressure increases
- Seasonal trends
- Changes in compactor operating condition
- Changes in the type and density of material compacted

For locations that have load-restricted weight requirements, our system can forecast when the compactor will reach a predetermined goal weight.

Waste Management’s system is different from a “pressure gauge” approach to compactor monitoring because it collects usage and pressure data and brings it back into our servers where it is combined with weight data. There it is run through a number of algorithms - whereby we can predict when the compactor will be full. We also have personnel monitoring each compactor; they send the notices into the districts for hauls. They will get confirmation back, and then let the customer know that a haul has been scheduled. With this system, we monitor compactors via usage, pressure and/or weight.

Monitoring Personnel

Waste Management has elected not to completely remove the human element from our trash compactor monitoring system. Without human intervention, a trash monitoring system cannot sufficiently respond to:

- Emergency pickup requests
- Overweight compactors
- Changes in compactor condition
- Changes in the type/density/volume of trash
- Changes in hauler schedules

We believe that the most effective process for scheduling a compactor pickup is to have a trained waste industry professional contact the waste hauler via telephone or email, issue a unique purchase order number, and receive a confirmation from the waste hauler. Waste Management provides a call center staffed by experienced professionals who ultimately determine when a compactor should be emptied. The staff is available to answer questions and can provide comprehensive reports for auditing compactor usage.

Waste Management personnel use our proprietary backend computer software for determining fullness targets and scheduling pickups. The software uses pressure, weight, usage, or a combination to establish targets that optimize the compactor's loads. The software produces a daily estimate of the current and future weight of the compactor load based on weight history and automatically adjusts for variations which impact target fullness.

We also have emergency compactor repair and power washing services available for your equipment.

Success Stories

National Mall Chain

- 8 month test with 13 locations of a national mall chain
- Average increase in haul weights by compactor = 65.72%
- Haul weights by compactor as a percentage of target weight = 102.51%
- Total hauls saved = 210.94
- Hauls saved per compactor = 16.23
- Projected total hauls saved in one year = 316.42*
- Projected hauls saved per compactor = 24.34*

** assuming current progress level*



Simmons Company



Click on the Adobe Acrobat icon
to open up the Success Story.
Adobe Acrobat Document



Sample Customer Email Alert



Please Note: Your compactor is scheduled to be emptied on: Fri, 11/19/2009

(Unit Name) : Coast Resort Kitchen D
(Account Number) : 2700-3495
(Site Location) : 20000 Del Mar Rd.
(City) : San Jose
(State) : CA

(Current Tonnage) : 7
(Projected Tonnage on Pickup Date) : 9.5
(Current Pressure) : 777
(Projected Pressure on Pickup Date) : 1188

(Hauler Contact) : Darla
(P. O. Number) : 139121
(Pickup Date) : 11/19/2009

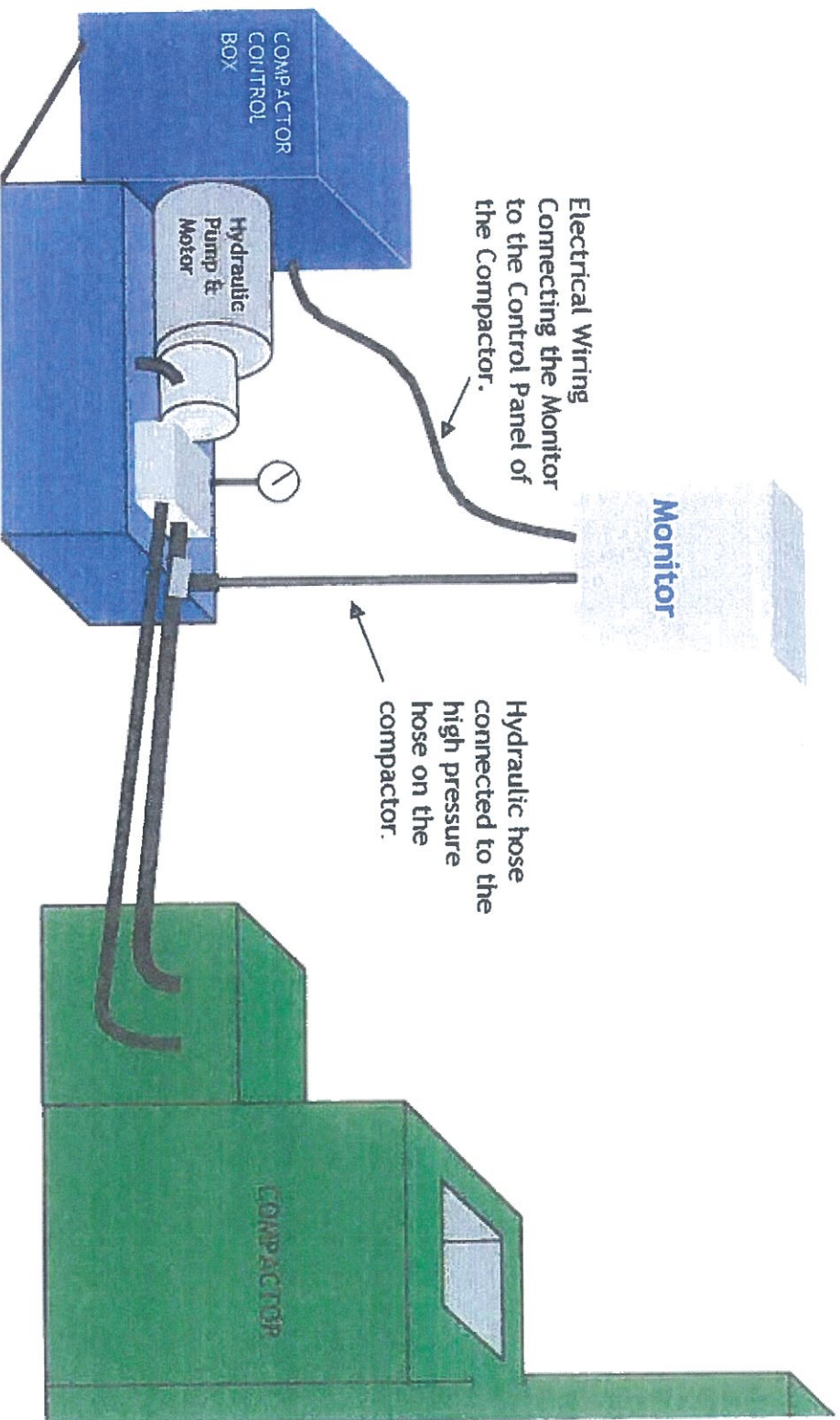
(Note) :
If you have any questions please call James Kingman with Waste Management, 1 800 275-6646.



Monitor Connection



Monitor dimensions 8" H X 6" W X 4" D





Haul Dispatch and Confirmation

TMS MCM - Report Group: SimonMolls

TestCall HA TestCall VoiceCall Dispatch Hauls Filters Edit MaxDetail Reports Hex Misc Export Data Find

Next Analyzed TC Later Confirm Call Wait Add Haul Review

Simon 2110-04 Keystone #4 **SLIGHTLY FULL: You probably do not need to schedule a pickup.**

8702 Keystone Crossing Indianapolis, IN
 Kyle Christensen 317-574-4002
 2479-100-59523

EMPT. 15 Wed 16 Thu 17 Fri 18 Sat 19 Sun 20 Mon 21 Tue
 56% 74% 81% 89% 97% 105% 113%
 6.1 6.6 7.1 7.6 8.1 8.6 9.1
 847 847 1059 1059 1153 1247 1341 1435 1529

Store HaulNote/Note 1: Avoid Sat Hauls // Increase Weights to 8

Days	NPU	Today	PUAvg	PUMax	Target	DVar	1.0	Wed	Thu	Fri	Sat	Sun	Mon	Tue
Press	4.0	1059	1007	1388	1378	19	24	16	11	7	26	19	26	19
PDC	0.0	205	211	251	201	26	35	22	21	10	31	22	31	22
Days	-0.2	13	12.8	15	12.8	16	19	11	8	5	13	9	13	9
Weight	2.9	6.6	6.7	9.9	8.0	18%	20%	25%	34%	26%	25%	26%	25%	26%

Hauler Svcce//Notes: Same Day Service Available / No Sat Dispatch // SD by 9:00 AM, ND by Noon

Start Date: 10/16/08
 Sched Haul Date: 10/18/08
 Call Date: 10/16/08
 HTime: 1291021
 PDUm: Contact
 Note:
 Hauler Cmn Sum Time: Acl H Date: Email HL ST

Email AND Confirmation Required (To send, click 'HL' box)

1 of 1
 Add Save
 DblClick Note field to display Email Date/Times.
 4:18 PM

Pressure

Day	Pressure
Wed	~1500
Thu	~1500
Fri	~1500
Sat	~1500
Sun	~1500
Mon	~1500
Tue	~1500

Attachment C

Acceptable Recycle Material



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	
 <p>Cardboard & Paper Bags Flatten cardboard & cut into pieces</p>	 <p>Junk Mail Envelopes, flyers, brochures, postcards etc.</p>
 <p>Paperboard No wax coated paperboard</p>	 <p>Newspaper Remove bags, strings and rubber bands</p>
 <p>Magazines & Catalogs All types & sizes</p>	 <p>Office Paper All types and sizes</p>
 <p>Phone Books All types and sizes</p>	<h3>GLASS</h3>  <p>*Clear Glass Empty Clear Glass Only</p>

METAL
 <p>*Steel & Tin Cans Empty cans only</p>
 <p>*Aluminum Cans Empty cans only</p>
 <p>Kitchen Cookware Metal pots, pans, tins & utensils</p>

PLASTIC
 <p>*Plastic Jugs/Bottles (#1 & #2)</p>
 <p>*Household Plastic (#3 - #7) Empty containers only</p>
 <p>*Plastic Bags Most retail and grocery bags</p>

RECYCLING BIN FULL?

That shouldn't stop you from Recycling!
Use additional bins, or plastic bags for your acceptable materials.



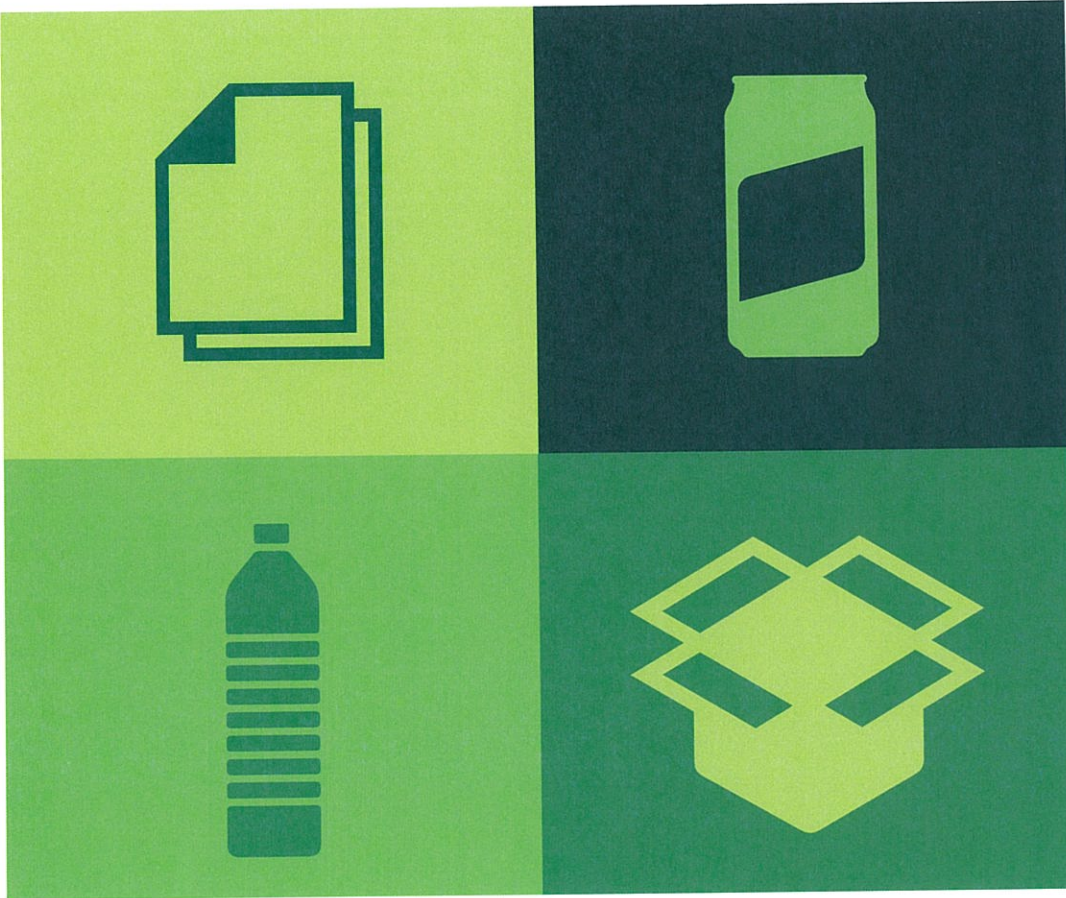
Please visit www.in-the-bin.com for more information about recycling and how you can help.

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

UNACCEPTABLE ITEMS

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





WASTE MANAGEMENT CAN PROVIDE A FULL SUITE OF DESIRED PRODUCTS AND SERVICES FROM A SINGLE SOURCE, INCLUDING:

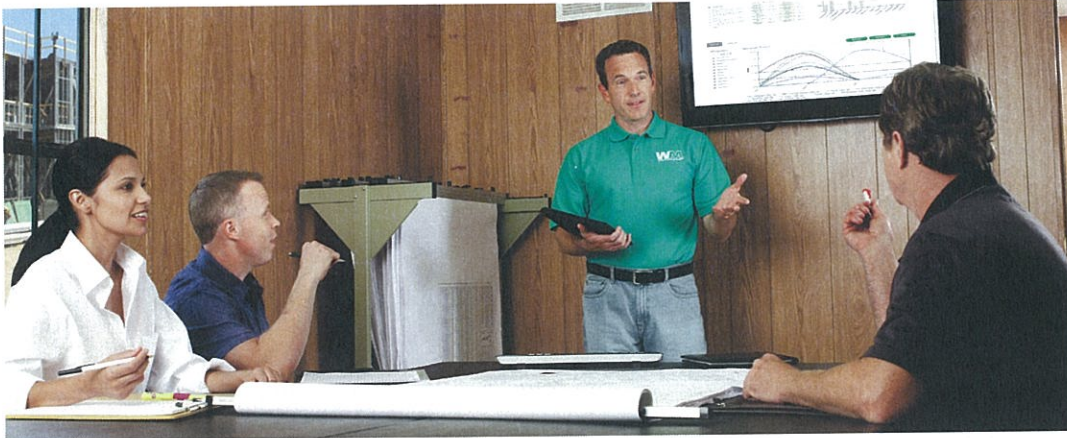
- Waste collection
- Paper recycling
- Bottle and can recycling
- Light bulb recycling
- Battery recycling
- Electronics recycling
- Printer cartridge recycling
- Medical waste disposal
- Innovative recycling technologies
- Organics recycling
- Sustainability and LEED® consulting

Total Recycling Program

Waste Management's Total Recycling Program was developed to help maximize recycling in your building and control disposal costs over the long term. What makes Waste Management's Total Recycling Program unique is that we assign a dedicated specialist (Program Manager) to your building to develop custom solutions, educate and engage your tenants, train the janitorial staff, provide detailed diversion reporting and continually monitor and refine the program to help maximize diversion rates.

Five Key Steps of the Program

1. **Waste Stream Evaluation:** we begin the process by conducting a waste stream audit/evaluation at your facility to determine the types and quantities of materials generated.
2. **Custom Solutions and Education:** based on the waste stream audit/evaluation, we work with you to develop a program tailored to your needs and diversion goals and develop appropriate education and training materials to support the program launch.
3. **Expert Implementation:** we provide (or sell) the equipment necessary to get materials from "desk to dock", and provide initial and ongoing education and training with your building's staff and tenants.
4. **Detailed Reporting:** we provide monthly environmental reports that includes waste and recycling weights as well as the environmental savings.
5. **Program Development:** we monitor the success of the program and recommend upgrades, re-education, and re-training as appropriate to help make your program successful.



The Role of your Program Manager

Program success is dependent on effective implementation and program development, which is facilitated by a dedicated Program Manager. Key tasks performed by Program Manager include:

- Waste stream evaluation and audit of the composition of the waste stream and flow of waste through your facility.
- Development of a tailored program - recommend products and services, size and placement of containers throughout your building.
- Education and training of your building's staff and tenants.
- Preparation of monthly diversion reports with waste and recycling weights and environmental impacts.
- Monitoring program success (diversion rates, load quality grading) and following up with re-training as required

Tenant Engagement

Tenant engagement is critical to the success of the Total Recycling Program. Having fully engaged tenants maximizes the volume of material collected while minimizing contamination.

Education and Communication

Your dedicated Program Manager assists by:

- Helping to establish goals and develop an action plan
- Communicating plan and purpose to employees, regularly
- Educating for higher participation rates, including janitorial staff
- Explaining what items are recyclable, separation procedures and where containers are located
- Displaying posters in common areas showing acceptable materials
- On-boarding: Initiating new hires into program with tool kit, desktide container and information about the program
- Sending regular reminders and assessments to measure participation
- Notifying staff and management of the goals achieved and success of the campaign
- Supporting recycling events to promote the success of the program (Earth Day)

Reporting

A key component of engaging your tenants, as well as other stakeholders, is providing performance reporting. These reports clearly communicate program effectiveness to tenants, provide a diagnostic tool to drive program improvements, and provide overall input into program success across the market.





Attachment D

Statement of Qualifications

Statement of Qualifications

Waste Management is the largest publicly owned company providing integrated environmental services in North America and the industry leader in providing comprehensive waste management services. Waste Management serves commercial, industrial, municipal, and residential customers throughout the United States and Canada.

Waste Management is headquartered in Houston, Texas, employs nearly 40,000 people and operates an extensive network that includes:

- 262 Active solid waste landfill disposal sites
- 5 Hazardous waste landfill sites
- 390 Collection operations
- 137 Beneficial-use landfill gas projects
- 140 Material recovery facilities, including 50 single stream recycling facilities
- 310 Transfer stations
- 36 Organics processing facilities

These resources allow Waste Management to offer a wide range of environmental services to almost 21 million customers nationwide.

Waste Management's resources and organizational structure make it possible to respond quickly and tailor our services to meet the City of Warrensville Heights' needs. Waste Management makes a total commitment to environmental compliance, assuring our customers that their wastes will be managed safely, in compliance with laws and regulations, and, most importantly, in a manner protective of the public's health and natural resources.

Waste Management has the knowledge, experience, and resources to provide the most reliable and responsible environmental service available. That is why we will commit to do so in an expedited and efficient manner.

Waste Management—One of the World's Most Ethical Companies

During its annual conference on March 9, 2015, the Ethisphere Institute, an independent center of research promoting best practices in corporate ethics and governance, announced that Waste Management had once again been named to its annual listing of World's Most Ethical Companies. This is the seventh time Waste Management has been honored with this award, which recognizes organizations that continue to raise the bar on ethical leadership and corporate behavior. It is also just one of two companies named in the Environmental Services category. To be named as a World's Most Ethical Company, scores are generated in five key categories: ethics and compliance program, leadership and innovation, governance, corporate citizenship, and culture of ethics.

Attachment E

24/7 Call Center

World-Class Customer Service

24/7/365 Customer Care Center Staffed with 150+ Industry Professionals

- Average speed of answer - 25 seconds or less
 - Average length of a call to Call Center – 180 seconds
 - Average length of time it takes to submit an electronic request – 30 seconds
- MIOHCustomerService@WM.com
- 95% of issues resolved within 24 hours
- Documented escalation procedure
- Comprehensive QA program



Attachment F

HOC-MPU Process



HOC Process & Query Instructions

The HOC process is triggered when a Driver is at a customer's location and is unable to perform service due to an issue that is out of Waste Management's control, but within the control of our customer.

The issue at the customer's location will fall into one of two categories:

Actionable

Non-Actionable

Commercial Service

Driver identifies a Haul or Call at a customer's location.

- Driver must report the HOC immediately through OCSD and immediately contact Centralized Dispatch via radio.
 - If Centralized Dispatch is not staffed at the time of the HOC, Driver will report the HOC on OCSD and Dispatch will review all open HOC's and perform process during our customer's normal business hours.

Dispatch must attempt to make contact with the customer. This increases the likelihood we will be able to address the concern in real time and prevent the issue from reoccurring.

If the customer has answering machine/voicemail and you are able to leave a message,

- Leave a detailed message explaining the issues impeding service and what action will be taken.
- Open additional tickets if additional action is required. (i.e. COU, XPU)
- Notify Driver to service customer and call Dispatch when completed.
- Close the HOC ticket through OCSD.

If Dispatcher is unsuccessful in attempt to make contact with customer,

- Dispatcher will tell driver to move on to next stop
- Dispatcher will try calling the customer again at least ½ hour later. Record this second attempt on HOC ticket in OCSD and note the second attempt in screen 3. If unsuccessful after 2nd attempt, document HOC ticket to include explanation of the issues impeding service and what action will be taken.
- Dispatcher will close the HOC ticket, copy and paste any details into screen 3, keeping in mind that the information noted on the HOC ticket will be communicated to our customer in the event they call customer service

If the customer answers the phone and Dispatch speaks with the customer,

- Dispatcher will inform customer of the issue and ask for resolution.
- Dispatcher will remind driver must wait onsite for a maximum of 5 minutes, giving the customer a chance to resolve issue.

If the customer is able to resolve the issue,

- Driver will service account
- Dispatcher will close HOC in OCSD, noting that the account was serviced.

If the customer is unable to resolve the issue,

- Dispatcher must open additional tickets if additional action is required. (i.e. Commercial XPU)
- Dispatcher will close the HOC ticket in OCSD.
- Dispatch will advise driver to continue on route.



HOC Process & Query Instructions

Dispatch should remind the customer that the driver will return next service day. **Customers should receive a limited amount of courtesy service.** After two (2) HOCs within 60 days (see RPD guidelines), or several COUs in the past year, a return trip can be made as an XPU. If Dispatch makes contact with the customer over the phone and the customer requests a return trip, Dispatch may enter a COU ticket to return if recent history shows consistent chargeable service and limited HOC issues. Dispatch should **not** automatically enter a COU ticket for return service, but only do so if the customer requests it on a limited (see screen 15) basis.

Resolution options following an HOC, in order of likelihood:

- 1) Return the next service day
- 2) Return before the next service day with a COU (see limits explained above, RPD guidelines, etc)
- 3) Return with an XPU

Dispatch should note screen three and screen four if the customer has reached or exceeded their limit for COU service in the past 12 months. The more detailed the information in screen 3, the better equipped Customer Service will be in answering the next phone call and meeting customer needs. A thorough explanation of COU limits also helps maintain Waste Management profitability and prevents future COU returns. XPU fees also encourage customers to keep their property ready for Waste Management service to maintain their own profitability and reduce their costs.

Residential Service

Haul or Calls must be recorded on Drivers OBU. Some examples of residential HOC below:

- Contaminated material (trash in recycling or yard waste)
- Prohibited materials out for collection (propane tank, liquids, chemicals)
- Material exceeds size allowance (wood or carpeting not cut to maximum size)
- Material not properly contained (loose yard waste, carpet not tied, cardboard not bundled, not in correct bag for bag program, missing sticker for sticker program)
- Material exceeds quantity allowed (more than the allowed number of cans/bags)
- Material needs to be collected separately on alternate day or by prior arrangement (bulk, white goods)
- Material not accessible/blocked
- Containers/bags/material not out in designated area (curb, backdoor, etc). for collection on scheduled day.

If the driver is not using OCS, they can note their route sheet or call into dispatch to have an account noted.

ALL negatively confirmed/HOC tickets must be closed in MAS. This includes chargeable tickets.

1. Open ticket using "Maintain" / option 2,
2. Note the body of the ticket with HOC details given in OCSD.
3. Add/Change the responsible code to "DISP"
4. Change ticket type to "HOC" - Submit changes to ticket with "ENTER" Key
5. Close Ticket with option 3
6. Note Screen 3

If the driver confirmed service,

- The ticket must be manually closed with the time and date given by the driver.

If the driver is unable to confirm service,

1. A new ticket must be created. The ticket should be a duplicate of the original.
2. The ticket should be reassigned to a driver for completion based on site specific guidelines. If unable to service same day, the RM must be contacted to assist with recovery.

In order to properly manage all HOCs, effective immediately, each team will be responsible for running an HOC query at designated intervals throughout the day. We will now be verifying that the HOC was processed properly, RPDs are entered if necessary and any follow-up communication has gone to the appropriate parties.

How do we use this report and what are we looking for?

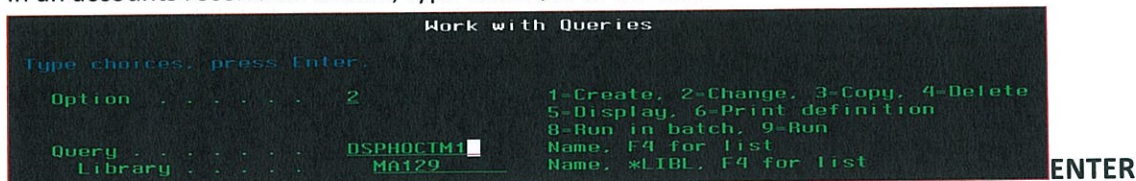
- HOC Process Compliance
 - Screen 3 notes
 - Customer contact
 - HOC of a Ticket, Maintenance completed
 - Ticket changed to an HOC and closed
 - Replacement ticket issued for rescheduled service

- RPD Opportunities
 - Same HOC issue 2 times within a 60 day period
 - CPL/RPD case should include:
 - HOC dates and issue
 - Notes of customer contact
 - Name and phone number of contact person
 - Driver's comments
 - Proposed resolution

- Sales/ICR/Retention follow-up needed
 - Email appropriate department or person
 - HOC dates and issue
 - Notes of customer contact
 - Name and phone number of contact person
 - Driver's comments
 - Proposed resolution

I have created an HOC query in MAS for each dispatch team's sites. The query will need to be run several times each day and it is expected to be continuous task during the day.

- In an accounts receivable screen, type **WRKQRY** at the bottom.







- 1** > Select records ENTER

AND/OR	Field	Test	Value (Field, Number, Character)
	A. COMPANY	LIST	'211' '327' '715' '665' '420'
			'788' '734' '764'
AND	A. DSPCOD	EQ	'HOC'
AND	A. DATENT	EQ	'09/09/2014'

- Change date to today's date.
- Press ENTER once, F3 once, ENTER again, F12 to exit.

You will now need to convert the report to an EXCEL file using System i Navigator.

- Find System i Navigator on your desktop, double-click to open
- Click on the +  Central
- Log in with your MAS ID and password
- Click on the +  Basic Operations
- Click on  Printer Output
- Click and drag the report from the Navigator to your desk top, it will appear as a text document. Close Navigator
- Open Microsoft Excel
- Click the File tab, click Open, click Desktop and change the file type in drop-down box in the lower right corner from All Excel Files to All Files. Look for the document that you just dragged to your desktop.
- It will be listed as a Text Document  QPQUPRFILE73527 Text Document 41.2 KB, double-click to open
- The Text Import Wizard will open, click Next twice, then Finish
- Click the Data tab at the top of the sheet, then the Remove Duplicates button
- When the Remove Duplicates window opens, click Unselect All, then check only column D, click OK
- Highlight column E of your spreadsheet, click the Filter button
- Use the filter to select Commercial services; 6FL, 8FY, XF4 etc.



CM/RS MPU Process

MPU tickets are time sensitive must be processed in a timely manner. The following process must be followed to ensure service to our customers and proper identification of service machine failure root cause.

All MPU tickets that need to be assigned for next-day recovery will be listed in the “end of day” email to the district letting the RM know of outstanding ETA and MPU tickets and their assignments.

Before assigning the MPU ticket, its validity must be verified. If any of the following terms are met, the MPU is invalid and the Dispatcher must follow the MPU VOID process.

- The MPU ticket is a duplicate.
- The MPU is created on the wrong account.
- There is a properly documented HOC on the account.
- The date of the reported MPU is not the customer’s scheduled pickup date.

MPU tickets must be assigned for recovery within 30 minutes of receipt of MPU.

- **Residential** MPU tickets must be assigned for recovery based on site specific guidelines.
 - The dispatcher must note the course of action for recovery in the body of the ticket.
 - The driver code that the ticket will be assigned to must be assigned in the “special information” line of the ticket. *See Chart Below for Details*
- **Commercial** MPU tickets must be assigned for recovery based on site specific guidelines.
 - The dispatcher must note the course of action for recovery in the body of the ticket.
 - The driver code that the ticket will be assigned to must be assigned in the “special information” line of the ticket. *See Chart Below for Details*
 - Centralized Dispatch must create and send an MPU email report to all operations management. It must include an MPU Root Cause Form

Driver Code	Reason for Use
“Driver Code”	If a MPU occurs and the Driver has failed to HOC
GPS	When service on disputed day is GPS confirmed on location at the customer.
DISP	Dispatcher error (incorrect routing, improper ticket processing, etc.)
NDWR	When weather keeps us from servicing an area or completing a route
OPF	When an open route or downed truck keeps us from completing a route
NOC	When an HOC is in the system, but not properly documented
NONDR	Do Not Use without Dispatch Manager approval

Attachment G

Recycling Report

Diversion Report

Report Period: January 2014 through December 2014

Recycling and Waste Stream Summary

So far this year, we are saving*:



Landfilled	10,824.78 tons	96.42%
Diverted	401.79 tons	3.58%
Total	11,226.57 tons	100.00%



Paper

37.3 tons



Plastic

3.7 tons



Aluminum

3.7 tons



Glass

13.0 tons



Cardboard

327.2 tons

These recycling efforts conserved the following resources:



1,455,142 kW-hrs of electricity

Enough to power 121 homes for a full year



34,566 gallons of oil

Enough energy to heat and cool 171 homes for a full year



8,029 gallons of gasoline

Enough gasoline to drive 224,813 miles



4,425 mature trees

Enough to produce 54,827,758 sheets of newspaper



2,341,808 gallons of water

Enough to meet the fresh water needs of 11,340 people for a year



1,236 cubic yards of landfill airspace

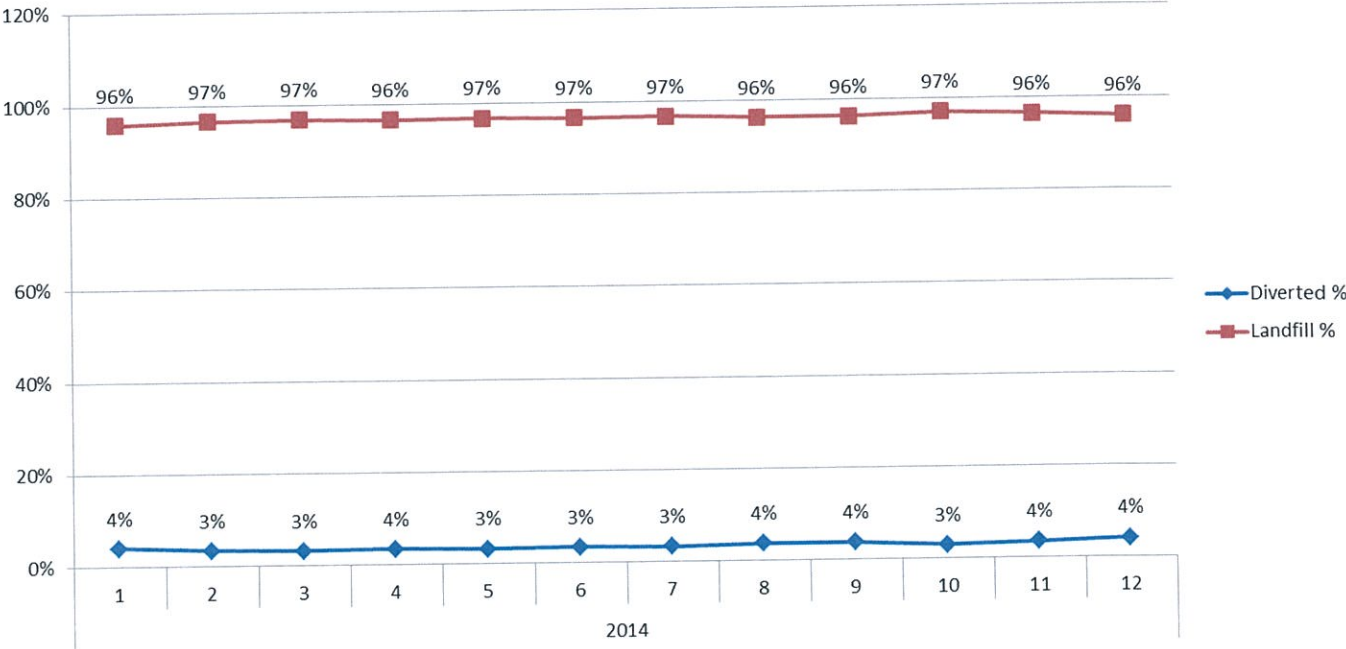
Enough airspace to meet the disposal needs of a community of 1,728 people

Created on 03/22/2015

The recycling and waste data used in this report is based on actual customer data, historic WM studies, and EPA averages. For a more detailed analysis of your waste stream, talk to your WM rep about conducting a waste stream audit.

Diversion Trend

Historical Diversion Rate



Attachment H

Service Guarantee

Our Service Guarantee To You

The best service. Guaranteed.

As the leading waste services provider in North America, we realize that just having more people and equipment doesn't automatically make Waste Management a better company. That's why we've re-focused all of our efforts towards achieving one goal—complete and total customer satisfaction. And it's working. Independent studies have ranked Waste Management tops in customer service industry wide*. Now we're adding to that momentum with the industry's first real service guarantee.

Your WM Service Guarantee really works for you.

- **Service right from the start. Guaranteed.** We guarantee you will receive the right equipment on time and in the right place or you will receive **A FREE MONTH OF SERVICE.**
- **Haul or Call. Guaranteed.** If we do not make your scheduled pickup for any reason, and we do not call you within 24 hours to arrange another pickup time, we will **GIVE YOU A CREDIT FOR THE MISSED PICKUP.**
- **Individualized service. Guaranteed.** We recognize that every business is different. If there is something else that is important to you, let us know and we will work with you to **INCLUDE SPECIALIZED SERVICES IN YOUR WM SERVICE GUARANTEE.** The individualized services included in this Service Guarantee are:



THE UNDERSIGNED INDIVIDUAL SIGNING THIS SERVICE GUARANTEE ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS SERVICE GUARANTEE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

ACCOUNT NAME: _____ CONTRACT NUMBER: _____

CUSTOMER

WASTE MANAGEMENT

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

TERRITORY NUMBER

(DATE)

Waste Management's Service Guarantee

The guarantee does not apply when service failure is caused by events beyond Waste Management's control, including but not limited to, the following: acts of God; acts of public authorities acting with actual or apparent authority; insufficient information provided by a customer; the application of security regulations imposed by the government or otherwise applicable to the service location; inaccessibility of service location; riots, strikes, or other labor disputes; civil commotions; disruption of ground transportation networks; local weather conditions (as determined solely by Waste Management); natural disasters; conditions that present a danger to Waste Management personnel; disruption or failure of communication and information systems (including, but not limited to, Waste Management information systems). Waste Management reserves the right to refuse any request for a credit or refund when such request is either (a) made by, or (b) based on information obtained by, a third party other than the payer of the charges. Liabilities Not Assumed: Waste Management will not be liable for any damages, whether direct, incidental, special or consequential, in excess of the billed revenue outlined by the guarantee, whether or not Waste Management knew or should have known that such damages might be incurred, including, but not limited to, loss of income or profits.

*Based on 2002 Credit Suisse First Boston Waste Bin-dex Customer Survey

Attachment I

Invoice Sample and Instructions

Invoicing

Waste Management bills its customers monthly, with a detailed, consolidated statement. Each location will be listed and all services will be subtotaled by location. A sample invoice follows.

HOW TO READ YOUR BILL.

1 Account Details

Summarizes key account information. Use your **Online WM ezPay ID** when making payments online or via phone.

Also includes your Account Number, Invoice Number and Due Date/Payment Terms.

[Pay your bill online](#)

2 Local Office

Use the number listed here if you have specific questions about your invoice or service.

[Get local contact information](#)

3 Account Summary

Lists your balances, payments and adjustments for the current period.

[Login to your account](#)

4 Important Messages

This area will be used for special notifications, new payment options, holiday service updates, etc.

5 Payment Coupon

Includes the total amount due and payment address if you choose to pay by mail. If so, be sure to send this coupon with your payment.

Page 1 of 1
 DUMPSTERCOM 406277
 01/15/2013

WM
WASTE MANAGEMENT

WASTE MANAGEMENT OF OHIO, INC.
 48797 ALPHA DRIVE, STE 150
 WILCOX, MI 48399

(800) 343-6047
 (888) 879-0429 FAX

INVOICE

Customer: DUMPSTERCOM 406277
Online WM ezPay ID: 00011-81441-33008
 Invoice Date: 01/15/2013
 Invoice Number: 00000001378-2
 Account Number: 137-0176399-1378-4
 Due Date: Due Upon Receipt

Total Current Charges: 0.00
 Total Amount Due: **67.73**

Account Summary

Description	Amount
Previous Balance	
Total Credits and Adjustments	
Total Payments Received	
Total Current Charges	0.00
Total Amount Due	67.73
Total Amount Past Due	67.73

Service Period: WEEKLY SERVICE

Description	Amount
Total Current Charges	0.00

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill online? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
0.00	67.73	0.00	0.00	0.00	67.73

WM
WASTE MANAGEMENT

WASTE MANAGEMENT OF OHIO, INC.
 48797 ALPHA DRIVE, STE 150
 WILCOX, MI 48399

(800) 343-6047
 (888) 879-0429 FAX

Learn how we Think Green at www.wm.com/ThinkGreen

Payment Coupon

Please detach and send with CHECK ONLY (NO CASH)
 Please send all other correspondence to your local WMA site.

Your Account Number	137-0176399-1378-4
Your Invoice Number	00000001378-2
Invoice Date	01/15/2013
Due Date	Upon Receipt
Total Due	67.73
Amount Paid	

13781370176399000000000000000000000000000006773 5

01/17/2013

DUMPSTERCOM 406277
 30001 MAIN
 CO ACCOUNTS PAYABLE
 HOUSTON TX 47008

WASTE MANAGEMENT OF OHIO, INC.
 PO BOX 4648
 CAROL STREAM IL 60197-4648

From everyday collection to environmental protection,
 Think Green. Think Waste Management.
 FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ABOVE

Printed on recycled paper



INVOICE

Customer: CAMP GRAYLING MASTER CM ACCT
Online WM ezPay ID: 00011-10739-42006
Invoice Date: 03/01/2016
Invoice Number: 7418224-1838-9
Account Number: 420-0084634-1838-7
Due Date: Due Upon Receipt

WASTE MANAGEMENT OF MI, INC.
 PO Box 42090
 PHOENIX, AZ 85080

(866) 797-9018
 (888) 879-0429 FAX

Total Current Charges	Total Amount Due
1,372.50	4,558.97

Account Summary	
Account Level PO# 511N3200298	
Description	Amount
Previous Balance	3,186.47
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	1,372.50
Total Amount Due	4,558.97
Total Amount Past Due	3,186.47

Failure to pay this balance could necessitate further collection action. Please process your payment in full today.

Service Period: 02/01/16 - 02/29/16	
Description	Amount
Commercial	1,372.50
Total Current Charges	1,372.50

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such late charge allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume charge to restart your service. For each returned check, a charge will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Use your iPhone or Android mobile device to manage your account, pay your bill, and schedule a roll-off pickup, similar to wm.com. More at wm.com/GoMobile.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
1,372.50	1,292.50	1,292.50	0.00	601.47	4,558.97

WASTE MANAGEMENT OF MI, INC.
 PO Box 42090
 PHOENIX, AZ 85080
 (866) 797-9018
 (888) 879-0429 FAX

Payment Coupon

Please detach and send with checks only (no cash).
 Please send all other correspondence to your local site.

Your Account Number
420-0084634-1838-7

To pay this bill online and switch to paperless billing, go to wm.com/paperless

Invoice Date	Your Invoice Number
03/01/2016	7418224-1838-9

Due Date	Total Due	Amount Paid
Upon Receipt	4,558.97	

18384200084634074182240000013725000000455897 2

0038250 02 AT 0.413 **AUTO T8 0 4557 48933-201420-C01-P00000-I 11734C29

|||||
 CAMP GRAYLING MASTER CM ACCT
 320 S WALNUT ST
 LANSING MI 48933-2014

|||||
 WASTE MANAGEMENT OF MICHIGAN
 PO BOX 4648
 CAROL STREAM IL 60197-4648



Service Location: 420-83938 Camp Grayling: Bldg 3 Armory: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
02/01/16	211344	Wm ezpay id: 00010-62732-32008 Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/08/16	224609	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/15/16	235536	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/22/16	247219	Signed ticket required	1.00			0.00
		Ticket Total				0.00
03/01/16		6 Yard dumpster service	1.00			80.00
Total charges for service location						80.00

Service Location: 420-84636 Camp Grayling: Bldg 560 Logistic Support: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
01/29/16	209236	Wm ezpay id: 00011-10743-42000 Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/01/16	211346	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/03/16	216280	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/05/16	222763	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/08/16	224611	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/10/16	229186	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/12/16	233631	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/15/16	235539	Signed ticket required	1.00			0.00
		Ticket Total				0.00

NOTICE: By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

You agree, in order for us to service our account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages, facsimile messages or e-mails, using any e-mail address you provide to use. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.



WASTE MANAGEMENT OF MI, INC.
PO Box 42090
PHOENIX, AZ 85080

Customer: CAMP GRAYLING MASTER CM ACCT
Online WM ezPay ID: **00011-10739-42006**
Invoice Date: 03/01/2016
Invoice Number: 7418224-1838-9
Account Number: 420-0084634-1838-7
Due Date: Due Upon Receipt

Service Location: 420-84636 Camp Grayling: Bldg 560 Logistic Support: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
02/17/16	239935	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/19/16	244646	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/22/16	247221	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/24/16	254388	Signed ticket required	1.00			0.00
		Ticket Total				0.00
03/01/16		6 Yard dumpster service	1.00			212.50
Total charges for service location						212.50

Service Location: 420-84637 Camp Grayling: Bldg 1400 Mates: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
01/29/16	209231	Wm ezpay id: 00011-10749-32006 Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/01/16	211347	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/03/16	216278	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/05/16	222758	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/08/16	224612	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/10/16	229184	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/12/16	233626	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/15/16	235540	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/17/16	239933	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/19/16	244641	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/22/16	247222	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/24/16	254386	Signed ticket required	1.00			0.00
		Ticket Total				0.00

Service Location: 420-84637 Camp Grayling: Bldg 1400 Mates: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
03/01/16		6 Yard dumpster service	1.00			212.50
Total charges for service location						212.50

Service Location: 420-84909 Camp Grayling: 1480 Bid Mprc Range 30: Grayling Mi 49739						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
02/18/16	245289	Wm ezpay id: 00011-61674-92005 6 Yard dumpster service Onc pu please	1.00			80.00
Ticket Total						80.00
Total charges for service location						80.00

Service Location: 420-85013 Camp Grayling: Gaaf Grayling Army Airfield: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
01/29/16	209232	Wm ezpay id: 00011-70461-02002 Signed ticket required	1.00			0.00
Ticket Total						0.00
02/01/16	211348	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/03/16	216276	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/05/16	222759	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/08/16	224613	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/10/16	229182	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/12/16	233627	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/15/16	235541	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/17/16	239931	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/19/16	244642	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/22/16	247223	Signed ticket required	1.00			0.00
Ticket Total						0.00
02/24/16	254384	Signed ticket required	1.00			0.00
Ticket Total						0.00



WASTE MANAGEMENT OF MI, INC.
PO Box 42090
PHOENIX, AZ 85080

Customer: CAMP GRAYLING MASTER CM ACCT
Online WM ezPay ID: **00011-10739-42006**
Invoice Date: 03/01/2016
Invoice Number: 7418224-1838-9
Account Number: 420-0084634-1838-7
Due Date: Due Upon Receipt

Service Location: 420-85013 Camp Grayling: Gaaf Grayling Army Airfield: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
03/01/16		6 Yard dumpster service	1.00			212.50
Total charges for service location						212.50

Service Location: 420-86938 Camp Grayling: 1135 By Airfield: Grayling Mi 49739						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
		Wm ezpay id: 00012-30537-82007				
01/29/16	209233	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/01/16	211349	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/03/16	216277	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/05/16	222760	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/08/16	224614	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/10/16	229183	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/12/16	233628	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/15/16	235542	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/17/16	239932	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/19/16	244643	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/22/16	247224	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/24/16	254385	Signed ticket required	1.00			0.00
		Ticket Total				0.00
03/01/16		6 Yard dumpster service	1.00			212.50
Total charges for service location						212.50

Service Location: 420-93074 Camp Grayling: Build 36: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
		Wm ezpay id: 00014-03676-42000				
01/29/16	209235	Signed ticket required	1.00			0.00
		Ticket Total				0.00

Service Location: 420-93074 Camp Grayling: Build 36: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
02/01/16	211345	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/03/16	216279	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/05/16	222762	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/08/16	224610	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/10/16	229185	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/12/16	233630	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/15/16	235537	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/17/16	239934	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/19/16	244645	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/22/16	247220	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/24/16	254387	Signed ticket required	1.00			0.00
		Ticket Total				0.00
03/01/16		6 Yard dumpster service	1.00			212.50
Total charges for service location						212.50

Service Location: 420-93855 Camp Grayling -Trailer Park/Cottage: Howe Rd: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
01/29/16	209234	Wm ezpay id: 00014-61044-92002				
		Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/05/16	222761	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/12/16	233629	Signed ticket required	1.00			0.00
		Ticket Total				0.00
02/19/16	244644	Signed ticket required	1.00			0.00
		Ticket Total				0.00
03/01/16		4 Yard dumpster service	1.00			70.00



WASTE MANAGEMENT OF MI, INC.
 PO Box 42090
 PHOENIX, AZ 85080

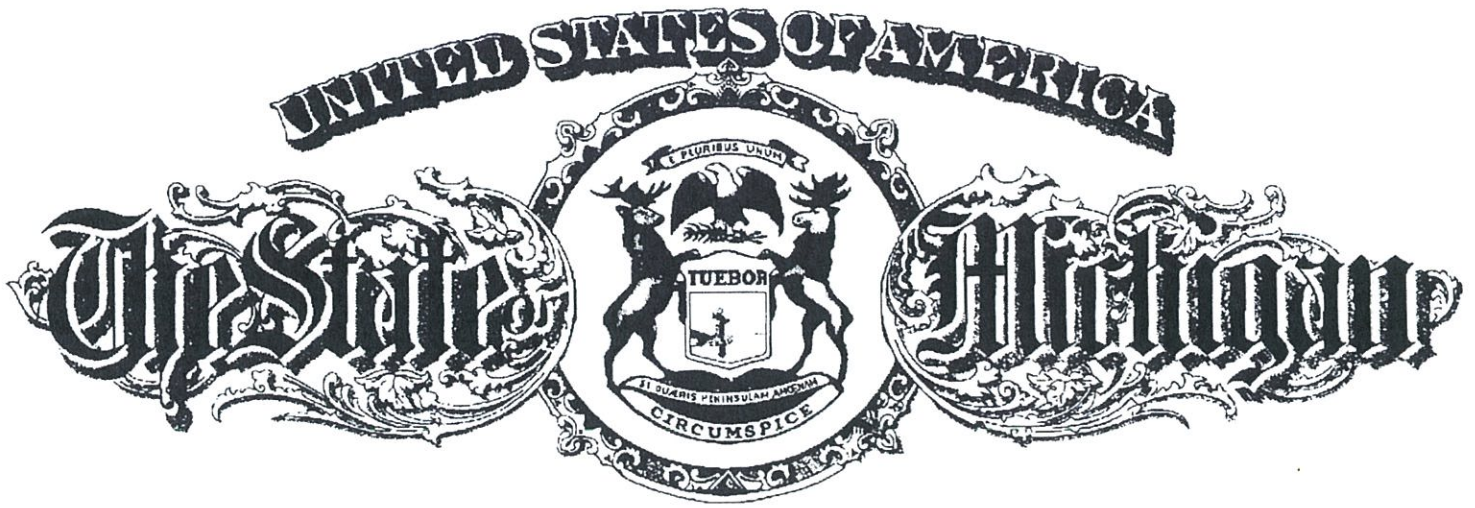
Customer: CAMP GRAYLING MASTER CM ACCT
 Online WM ezPay ID: 00011-10739-42006
 Invoice Date: 03/01/2016
 Invoice Number: 7418224-1838-9
 Account Number: 420-0084634-1838-7
 Due Date: Due Upon Receipt

Service Location: 420-93855 Camp Grayling -Trailer Park/Cottage: Howe Rd: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
Total charges for service location						70.00

Service Location: 420-124816 Camp Grayling-Range 32: 1480 Bid Mprc Range 32: Grayling Mi 49739-0001						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
03/01/16		Wm ezpay id: 00013-54661-43002 6 Yard dumpster service	1.00			80.00
Total charges for service location						80.00
Total Current Charges						1,372.50

Attachment K

State and Federal Licensing



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



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: City Environmental Services, Inc. of Waters
LICENSEE/OPERATOR: City Environmental Services, Inc. of Waters
FACILITY OWNER: City Environmental Services, Inc. of Water
PROPERTY OWNER: City Environmental Services, Inc. of Waters
FACILITY TYPE(S): Municipal Solid Waste Landfill
FACILITY ID NUMBER: 407066

COUNTY: Crawford

LICENSE NUMBER: 9346

ISSUE DATE: February 14, 2013

EXPIRATION DATE: February 14, 2018

FACILITY DESCRIPTION: The City Environmental Services, Inc. of Waters, a municipal solid waste landfill, consists of 254.2 acres located at 11375 Sherman Road, Maple Forest Township, Crawford County, Michigan, as identified in Attachment A and fully described in this license.

AREA AUTHORIZED FOR DISPOSAL OF SOLID WASTE: Active cells not at final grade are cells A, B, C, D, and E West, for a total of 45.18 acres. The unconstructed area identified as Cell E East, consisting of 2.76 acres, is included in the financial assurance calculations. Cell E East will be authorized for solid waste disposal when acceptable certification of construction is submitted to the Michigan Department of Environmental Quality (MDEQ) in accordance with Part 115 regulations, as outlined in item three of this license.

RESPONSIBLE PARTY: Mr. Jim Palmer, District Manager
City Environmental Services, Inc. of Waters
11375 Sherman Road
Frederic, Michigan 49733
989-705-8930

RENEWAL OPERATING LICENSE: This License Number 9346 supersedes and replaces Solid Waste Disposal Area Operating License Number 9169 issued to City Environmental Services, Inc. of Waters on November 14, 2007.

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

Attachment L

Environmental and Energy Efficient Products

Waste Management's Technology Solutions

Recycling

Organic Recycling

- Recycling of food, yard, and biomass residuals into fertilizer and biogas through co-digestion



GARICK

- Manufacturer and marketer of organic garden products

Asphalt Products

- Recycles roof shingles into asphalt road products

Mercury Waste Solutions

- Extracts mercury and phosphor powder from spent fluorescent light bulbs



- Owns largest in-vessel organics composting facility in eastern US



- Uses recycled PET to create products with lower density, lower material costs, and fewer environmental impacts than virgin PET

Consumer-facing

Recyclebank

- Affinity program focused on increasing recycling rates offered as a value enhanced service



- Intelligent, solar-powered recycling/trash compactors reduce collection costs



- Dumpster-in-a-bag sold through home improvement stores as a convenient retail-friendly alternative to a conventional dumpster



- At-your-door collection of household hazardous waste



CONFIDENTIAL - WASTE MANAGEMENT 2014

THINK GREEN.


Waste Management's Technology Solutions

Renewable Energy

- | | |
|--|--|
| <p>High Mountain Fuels</p> <ul style="list-style-type: none"> • Landfill or biogas gas to CNG • JV with Linde Group | <p>Gas-to-liquids</p> <ul style="list-style-type: none"> • Landfill gas, biogas, or natural gas to LNG |
|--|--|

Conversion

-  **Enerkem**
- Gasification of MSW to fuel
 - Commercial-scale facility 400-500 tpd

-  **HARVEST**
Superpower
- Organics to electricity via aerobic and anaerobic digestion

-  **Fulcrum**
BIOENERGY
- MSW to ethanol via large-scale plasma gasification
 - Commercial-scale facility 400-500 tpd

-  **agilyx**
- Converts low value, hard-to-recycle waste plastic to synthetic crude oil using pyrolysis

-  **InEntec**
Today's Waste... Tomorrow's Fuel
- Plasma arc gasification of hard to treat non recyclable materials, hazardous wastes, medical wastes etc

- Spec Fuel**
- Converts low value, hard-to-recycle waste plastic, paper, and cardboard to fuel pellets

- Develop proprietary process that utilizes biological organisms that convert syngas to high-value chemicals

-  **agnion**
- Low-temperature, smaller scale gasification of biomass to syngas



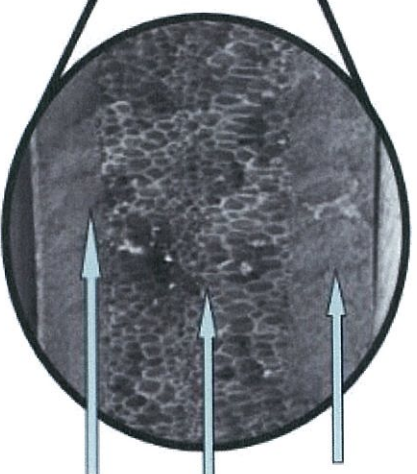
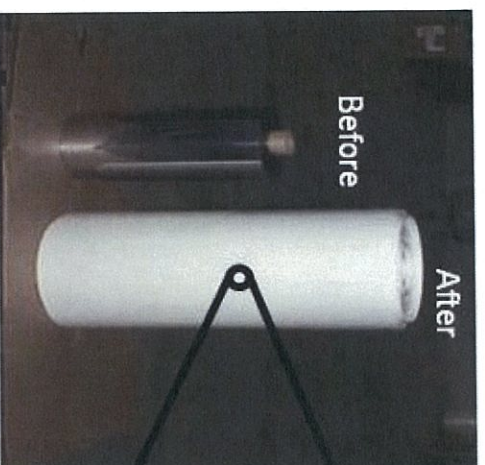
Organics

- Waste Management estimates that 30 - 35 million tons are organic in nature from the materials we manage (excluding recycled paper, OCC, etc.)
- Waste Management currently manages over 1.25 million tons of organics to beneficial uses, including composting and mulch operations
- Waste Management currently operates 36 organics facilities,



MicroGreen Polymers

- Technology expands plastic and does not involve petrochemical blowing agents or VOCs in manufacturing process
- Reduces amount of plastic required to produce new products
- Technology works well with recycled PET
- Can be used to make recyclable coffee cups, containers, etc.



Engineered microstructure

Controllable cell structure

Inherent insulation properties

Naturally forming integral solid skin layer

Smooth surface & good barrier

Emerging Conversion Technologies

Harvest Power

- In 2010, WM invested in Harvest Power, which plans to build “next-generation” organic waste management facilities
- Harvest Power plans to create clean biogas and nutrient-rich compost through anaerobic digestion (biogas to power), composting and finished product marketing



Emerging Conversion Technologies

S4 Energy Solutions

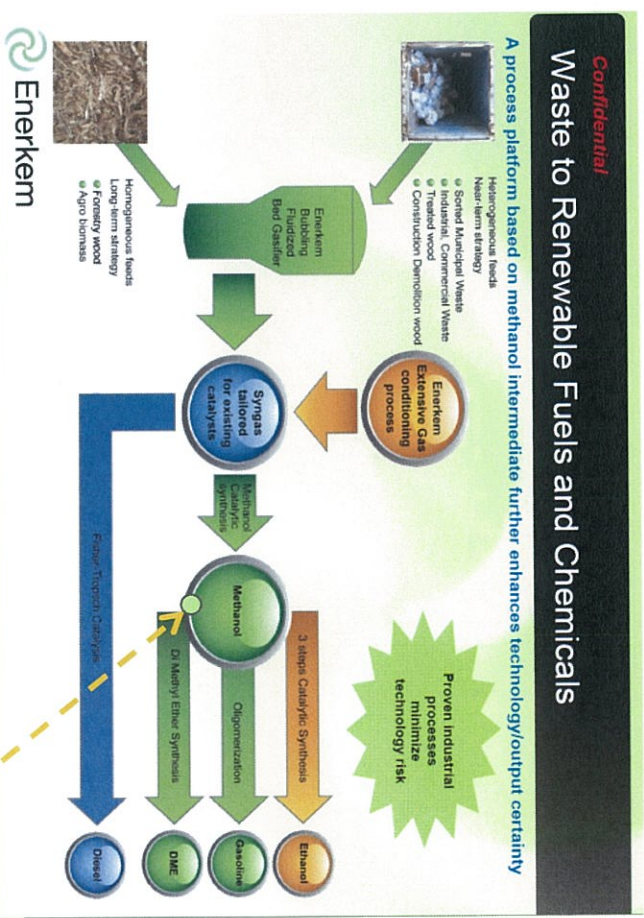
- Waste Management and InEnTec LLC formed S4 Energy Solutions in 2009 to develop and commercially deploy gasification technologies
- S4 plasma gasification technology will produce flexible, clean fuels and energy
- The first S4 facility is being constructed in Arlington, Oregon with commissioning beginning in 2011



Emerging Conversion Technologies

Enerkem

- Fluidized bed gasification process
- Construction begun for a 500 tpd plant in Edmonton, Alberta
- Technology helps convert carbon-based waste materials including municipal solid waste, construction and demolition wood as well as agricultural and forest residues



January 2012

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THINK GREEN.®

Emerging Conversion Technologies

Agnion

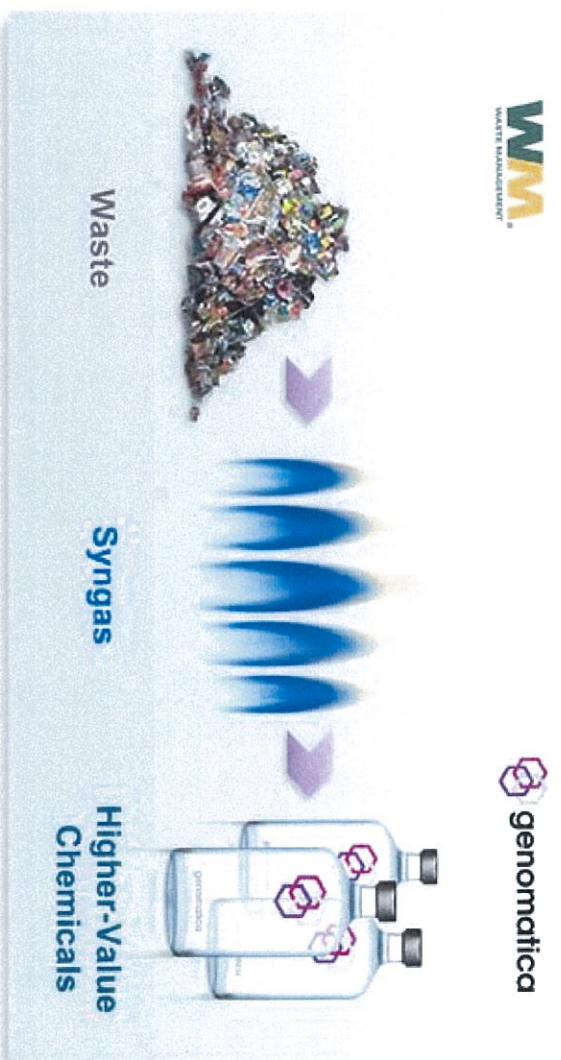
- Agnion's innovative allothermal gasification technology converts solid biomass feedstock into a high hydrogen and carbon monoxide-rich synthetic gas (syngas) with exceptionally high heating value
- Typical customers: schools, universities, warehouses/distribution centers, shopping malls, hotels and hospitals
- Agnion's first commercial biomass gasification plant is currently under construction in the Bavarian town of Grassau



Emerging Conversion Technologies:

Genomatica

- Joint development agreement to research and advance the production of chemicals from MSW
- Create proprietary, specially designed organisms and manufacturing processes to convert syngas into chemical products



Emerging Conversion Technologies:

Agilyx

- Agilyx converts low value, hard-to-recycle and contaminated plastics into a high value, synthetic crude oil
- Anaerobic thermal reclamation process that provides an economical and environmentally responsible solution to process mixed plastic resins from industrial and residential waste streams
- Compliments Waste Management's other recycling and thermal chemical conversion technology platforms



Introducing Waste Management SpecFUEL™

Agilyx

- SpecFUEL is a high-BTU, clean-burning, marketable fuel product
- It is made from a sustainable source, and burns cleaner than coal
- It is an alternative to coal and biomass
- Mechanically extracted from post-consumer and post-industrial waste sources



Renewable Energy



- Largest national network of resource recovery facilities
 - 137 projects throughout North America
- Landfill gas-to-energy
 - Methane used or sold to gas-to-energy plants
- Waste-to-energy
 - Trash used as fuel to generate electrical power

- Waste Management's sites produce enough fuel/electricity in 2013 to power more than 1.1 million homes a year, saving more than 14 million barrels of oil!