

**AMENDMENT NUMBER 2 TO
SERVICE CONTRACT FOR
MUNICIPAL RESOURCE RECOVERY SERVICES
FOR THE CITY OF ANN ARBOR
BETWEEN
RECYCLE ANN ARBOR AND THE CITY OF ANN ARBOR**

The City of Ann Arbor, a municipal corporation, 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 ("City") and Recycle Ann Arbor, a Michigan non-profit corporation, with offices at 2420 South Industrial Highway, Ann Arbor, Michigan 48104 ("Contractor") agree to amend the Service Contract for Municipal Resource Recovery Services for the City of Ann Arbor ("the Agreement") made and entered into by the parties on the 1st day of December, 2003 and amended by Amendment #1 effective March 2, 2005.

WITNESSETH

WHEREAS, the City and Contractor desire to modify its agreement for municipal resource recovery services; and

WHEREAS, As provided for below, the City and the Contractor have mutually agreed to the revisions as shown below, modifying the Agreement to meet the needs of the City as they currently stand.

NOW, THEREFORE, In consideration of the mutual promises set forth below, the Contractor and the City agree that the following sections shall be substituted for like numbered Sections of the original Service Contract Documents for Municipal Resource Recovery Services for the City of Ann Arbor:

**ARTICLE I
AMENDMENT TO ARTICLE III OF AGREEMENT
Term**

The first paragraph of Article III of the Agreement, Term, is amended to read as follows:

ARTICLE III - Term

This contract shall become effective on December 1, 2003, and shall remain in effect for a period of approximately ten years, terminating June 30, ~~2013~~2018, unless terminated for breach or as provided in this contract.

**ARTICLE II
AMENDMENT TO ATTACHMENT A, ARTICLE A-1 OF AGREEMENT
Definitions**

Attachment A, Article A-1 of the Agreement, Performance Based Compensation Schedule - Definitions, is amended by amending Definition N and adding Definition R to read as follows:

- N. Service Unit Count – Scheduled Lifts or Scheduled Lifts for Service Units.
The number of Scheduled Lifts for Service Units eligible to receive a specific Designated Service to be used for billing purposes by the Contractor as determined by the Service Unit Count Audit provided for in Attachment D, Performance Measurement Plan, and adjusted as provided for in Article A-4.

A, Service Unit Changes in this Attachment. The count for Scheduled Lifts for Service Units for a monthly invoice period is the sum of a) one Scheduled Lift count for each Residential Unit receiving the City's curbside refuse service and a Curb-Cart (with an additional Scheduled Lift count for any of these units that has been provided an additional cart) plus; b) one Scheduled Lift count for all other carts scheduled for lifting for Residential Units not receiving the City's curbside refuse service and for Civic Units and Commercial Units times the scheduled frequency of lifts per week.

R. Single Stream Recycling Processing Line Acceptance Date means the date of acceptance of the Single Stream Processing Line Design Change at the City owned MRF.

**ARTICLE III
AMENDMENT TO ATTACHMENT A, ARTICLE A-2 OF AGREEMENT
Designated Services Compensation**

Attachment A, Article A-2 of the Agreement, Performance Based Compensation Schedule – Designated Services Compensation, is amended to add the following Paragraphs C through F:

C. Compensation per Service Unit after the Single Stream Recycling Processing Line Acceptance Date: After the Single Stream Processing Line Acceptance Date, the City agrees to pay the Contractor a fee per month per Service Unit for Curbside and Curb Cart Service as per the following Schedule:

From the period beginning the first of the month of the Single Stream Recycling Processing Line Acceptance Date through June 30, 2015, the City agrees to pay the Contractor for Curbside and Curb Cart Service as per the following Fixed Cost Rate per Service Unit Scheduled Lift for each Fiscal Year, with no Annual Price Adjustment Factor as provided for in Attachment A, Article A-6, Part A, Annual Price Adjustment Factor, applied until July 1, 2015.

Service Type	2010/11	2011/12	2012/13	2013/14	2014/15
Curbside and Curb Cart	\$3.25	\$3.19	\$3.19	\$3.19	\$3.18

As of July 1, 2015 the Fixed Cost Rate per Service Unit Scheduled Lift shall be adjusted annually as provided for in Article A-6, Part A, Annual Price Adjustment Factor.

D. Compensation per Ton after the Single Stream Recycling Processing Line Acceptance Date: Beginning the first of the month of the Single Stream Recycling Processing Line Acceptance Date and going forward, the City agrees to pay the Contractor a fee for each Eligible Ton, collected by Contractor for the City, of Recyclable Material delivered to the City of Ann Arbor MRF as per the following Schedule.

Tons per Fiscal Year	Year One Fixed Cost Rate
First 10,804 tons	\$18.74/Ton
10,805 to 11,886 tons	\$20.00/Ton
11,887 to 13,075 tons	\$25.00/Ton
13,076 and above	\$30.00/Ton

E. Fees for Contractor-Provided Education Services for City-Serviced Businesses:

When, in the process of soliciting businesses to participate in recycling programs, the Contractor signs up a business to receive recycling services solely from the City, the Contractor will provide service at a level requested by the Contract Administrator. The Contract Administrator shall request only one of the following fees per service address. Fees for services will be one-time fees, will be included in monthly invoice to City, and are not to exceed \$10,000 annually. Fees are as follows:

Basic Contact Service: \$50

Business Education and Set Up Service: \$100

Extensive Education and Zero Waste Empowerment Service: \$150

F. Customer Service and Support Compensation: The City agrees to compensate the Contractor \$15,000 for the above described Customer Service and Support for the first year of service, concluding on June 30, 2011. Upon mutual agreement, the City and the Contractor will then have the option to extend this service until June 30, 2012 and so on, in one year increments. In the event that service is continued, annually from July 1, 2011 and thereafter for the duration of this contract, including any extensions, the compensation for the Customer Service and Support shall be calculated from the prior year compensation for Customer Service and Support, adjusted by Article A-6, Part A, Annual Price Adjustment Factor. For the first year of service, the Contractor anticipates an hourly wage of \$13 for approximately 1,154 hours of service.

ARTICLE IV

**AMENDMENT TO ATTACHMENT A, ARTICLE A-4 A OF AGREEMENT
Service Changes – Service Unit Changes**

Attachment A, Article A-4 A of the Agreement, Performance Based Compensation Schedule – Service Changes – Service Unit Changes, is amended to read as follows:

- A. **Service Unit Changes.** The City and Contractor acknowledge that during the term of this Contract it may be necessary or desirable to add or delete Service Units or Scheduled Lifts for Service Units for which Contractor will provide Designated Services, which will be reflected in the Service Unit Count – Scheduled Lifts for a specific Designated Service.
1. **Additions:** Contractor shall provide Curbside Collection Services described in this Contract to new Curbside Service Units and shall provide Curb Cart Collection Services described in this Contract to new Curb Cart Service Units or new Scheduled Lifts at Service Units within ten (10) business days of receipt of notice from City through the Customer Service System to begin such Collection Services. Service Units or Scheduled Lifts for Service Units may also be added at the request of Contractor with ~~written~~ approval of the Contract Administrator or at the request of the Service Unit and ~~written~~ approval of eligibility by the Contract Administrator. The Contract Administrator shall determine the type of Collection Services to be provided to any Service Units that are added to Contractor's Curbside Service District or Curb Cart Service District. The Contractor shall add the Service Unit

Count – Scheduled Lifts addition requested by the City to their next monthly invoice to be submitted to the City for payment.

2. Deletions: Contractor shall immediately cease providing Collection Services or Scheduled Lifts at Service Units to any Curbside Service Unit or Curb Cart Service Unit upon receipt of notice from City through the Customer Service System to stop such service. Service Units may also be deleted because of a determination by the Contract Administrator that the premises do not qualify for the Collection Services to be performed by Contractor pursuant to this Contract. The Contractor shall delete each Service Unit Count – Scheduled Lifts removal requested by the City from their next monthly invoice to be submitted to the City for payment.
3. Annexation Addition or Intergovernmental Service Authorization: If during the term of this Contract, additional territory within or adjacent to the City is acquired by City through purchase, annexation, eminent domain or other procedures or a governing body with jurisdiction for territory adjacent to the Service District at that time enters into an intergovernmental contract with the City for Designated Services covered by this Contract, the Contract Administrator may designate such additional territory as part of Contractor's Service District. If the additional territory is so designated, Contractor shall provide the appropriate Designated Services, as determined by the Contract Administrator, in such additional territory in accordance with the provisions and service rates set forth in this Contract. Such Designated Services shall begin within fifteen (15) business days of receipt of written notice from the Contract Administrator. The Contract Administrator shall determine the type of Designated Services to be provided to any Service Units in the additional territory added per this section. The Contractor shall add the Service Unit Count – Scheduled Lifts addition requested by the City to their next monthly invoice to be submitted to the City for payment.

If at the time of service authorization by the City, the additional territory contains more than five hundred (500) Scheduled Lifts for Service Units for which Contractor will provide Designated Services, Contractor may phase in the distribution of Containers on a schedule approved by the Contract Administrator; provided that Contractor shall complete the distribution of all Containers within ninety (90) business days after Contractor receives notification to begin Designated Services in the additional territory.

If at the time of service authorization by the City, the closest part of the additional territory is located more than 15 miles from the City of Ann Arbor MRF then Contractor may decline to provide the proposed Designated Services at the price provided for under the terms of this agreement at which time the City and the Contractor may negotiate alternate pricing mutually acceptable to both parties.

4. Unit Count Verification and Reconciliation: ~~The number of Residential Service Units used for billing purposes shall be verified and reconciled quarterly by 1) adding the number of occupancy permits for residential structures requiring Curbside or Curb Cart Service as issued by the City Building Department; and 2) deleting the number of complete demolition permits for residential~~

~~structures issued by the City Building Department. Verification and reconciliation of units counts and Scheduled Lifts for Service Units for all other types of premises receiving Curbside and Curb Cart Service shall be completed by physical unit count documented by the database of distributed carts required for the reward system and the authorized Scheduled Lifts for Service Units prepared by Contractor and submitted to the Contract Administrator.~~

5. Updated Route Maps: The Contractor shall revise the Curbside and Curb Cart Service route maps referenced in Attachment D, Performance Measurement Plan, to show the addition or deletion of Service Units and Scheduled Lifts for Service Units as provided above and shall provide such revised maps to the Contract Administrator upon request.

ARTICLE V

AMENDMENT TO ATTACHMENT A, ARTICLE A-6 B and C OF AGREEMENT Performance Incentive Payment, Prior Contract Extension Payment for Cost of Living

Attachment A, Article A-6 B and C of the Agreement, Performance Based Compensation Schedule – Performance Incentive Payment and Prior Contract Extension Payment for Cost of Living, are amended to read as follows:

- B. Performance Incentive Payment: To be applied only to routes serviced by a collection vehicle that is not automated, until the City replaces all vehicles with automated collection vehicles, each Each month, the City agrees to pay the Contractor a Performance Incentive Payment of Eight Dollars (\$8) for each additional Eligible Ton of Recyclables delivered by Contractor for that month above a baseline figure of 866 tons per average month (21.67 days and 39.96 tons per day) as calculated for the number of business days for that month.
- C. ~~Prior Contract Extension Payment for Cost of Living~~: ~~The City agrees to pay the Contractor an amount of \$6,000 on the first invoice to reflect cost of living increases due under prior contract for the period October, 2003 through November, 2003.~~

ARTICLE VI

AMENDMENT TO ATTACHMENT A, ARTICLE A-8 A OF AGREEMENT Method of Payment – Contractor Invoicing Process

Attachment A, Article A-8 A of the Agreement, Performance Based Compensation Schedule – Method of Payment – Contractor Invoicing Process, is amended to read as follows:

ARTICLE A-8 – Method of Payment

- A. Contractor Invoicing Process: The Contractor shall produce a monthly invoice for all services provided under this Contract no later than the tenth (10th) day of the month of services to be rendered.
 1. The invoice shall include all Compensation per Service Unit, modified by the Annual Price Adjustment Factor and multiplied by the Service Units recorded for the previous Month. Beginning the first of the month of the Single Stream

Recycling Processing Acceptance Date, the invoice shall include all compensation per Service Unit – Scheduled Lift.

2. The invoice shall include all Compensation per Ton, modified by the Annual Price Adjustment Factor and multiplied by the Tons recorded as delivered to the MRF for the previous Month. Note that tonnages billed in the final month of the Contract will be based on the previous month.
3. The invoice shall include all other Compensation Incentives and Additions for the previous Month.
4. The invoice shall include all other Compensation Penalties and Deductions for the previous Month.
5. The invoice shall be accompanied by all required reports.

ARTICLE VI
AMENDMENT TO ATTACHMENT B, ARTICLE B-1 OF AGREEMENT
Definitions

Attachment B, Article B-1 of the Agreement, Basic Performance Specifications – Definitions, is amended to read as follows:

ARTICLE B-1 - Definitions.

A. Basic Contact Service: When working with a business that will receive recycling collection service exclusively from the City, Contractor will gather contact information at business, estimate the size of collection container(s) needed, place request for container delivery and notification of new business requiring services through Customer Service System.

B. Business Education and Set Up Service: When working with a business that will receive recycling collection service exclusively from the City, Contractor will perform Basic Contact Service plus assessment for needs for and delivery of internal recycling bins, assessment for needs of and actual placement inside the business of recycling guidelines posters, education of customer's recycling contact about recycling guidelines details and service schedule. All relevant data will be entered into the Customer Service System or otherwise communicated to Contract Administrator.

A C. Collection Services. Curbside Recycling Collection Services and Curb Cart Recycling Collection Services.

~~B-D.~~ Curb Cart Recycling Service. The collection of Recyclable Materials from Curb Cart Recycling Carts set out by Service Units in the Service Districts and the delivery of those Recyclable Materials to the Materials Recycling Facility.

~~C.~~ Curb Cart Recycling Cart. A heavy plastic receptacle having a hinged tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Service Recipients for Curb Cart Recycling Service and that is appropriately labeled as either a ~~Commingled Paper or Commingled Containers~~ Recycling Cart. The specifications for

- ~~D-E.~~ Curbside Recycling Cart. A heavy plastic receptacle having a hinged tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Service Recipients for Curbside Recycling Service and that is appropriately labeled as a Single Stream Recycling Cart. The specifications for Curbside Recycling Carts are set forth in this Attachment.
- ~~E-F.~~ Curbside Recycling Service. The collection of Recyclable Materials from ~~Curbside Recycling Totes or Curbside Recycling Carts~~ set out by Service Units in the Service Districts and the delivery of those Recyclable Materials to the Materials Recycling Facility.
- ~~F-G.~~ Curbside Recycling Tote. Lightweight plastic receptacle that is approved by the Contract Administrator for use by Service Recipients for Curbside Recycling Service and that is appropriately labeled as either a Commingled Paper or Commingled Containers Recycling Tote. The specifications for Curbside Recycling Totes are set forth in this Attachment.
- ~~G-H.~~ Customer Service System. The computer-based system ~~maintained by the~~ used by the Contractor for service records, billing, reporting and other operations data for the Recycling Program
- ~~H-I.~~ Designated Facility. That Material Recovery Facility site or other sites selected by the City to receive the materials that the Contractor must collect.
- ~~I-J.~~ Downtown Development Authority District (DDA). The Downtown Development Authority as described in City of Ann Arbor Municipal Code Section 1:154.
- ~~K.~~ Extensive Education and Zero Waste Empowerment Service: When working with a business that will receive recycling collection service exclusively from the City, Contractor will provide Business Education and Set Up Service as well as complete a waste stream assessment at the business, work with the recycling contact at the business to identify opportunities for decreasing waste through purchasing decisions, provide training to staff about recycling and Zero Waste, and if applicable, sign business up for City's compost collection service.
- ~~J-L.~~ Material Recovery Facility (MRF). City's MRF located at 4150 Platt Road, south of Ellsworth, Ann Arbor, Michigan, or such other facility that is approved in advance by the City that is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale.
- ~~K-M.~~ Missed Collection. Contractor failure to collect Recyclable Materials set out by the Service Recipient for collection by Contractor pursuant to this Contract.
- ~~L-N.~~ Mixed Use Dwelling. A building or structure which contains both Business(es) Service Units and Dwelling Unit(s).
- ~~M-O.~~ MRF Facility Delivery Standards. The list of Recyclable Materials and quality standards for permitted levels of Non-recyclable Materials that has been agreed upon between the City and its Material Recovery Facility operator. A copy of the

Facility Delivery Standards for Single Stream Recyclables is attached as Attachment A to Contract Amendment Number 2.

- ~~N.~~ Neighborhood Environmental Network. An information distribution system maintained by the Contractor to inexpensively provide outreach on recycling and recovery options to Service Recipients.
- ~~O.~~ P. Non-Collection. Intentional Contractor decision to not collect Recyclable Materials set out by the Service Recipient for collection by Contractor pursuant to this Contract for quality control reasons provided for in this Contract.
- ~~P.~~ Q. Non-Collection Quality Control Notice. A form approved by the Contract Administrator and used by Contractor to notify Service Recipients of the reason for non-collection of Recyclable Materials set out by the Service Recipient for collection by Contractor pursuant to this Contract.
- ~~Q.~~ R. Non-recyclable Materials. Any material set out by the Service Recipient that is not on the list of Recyclable Materials as described in Attachment F, Recyclable Materials and Quality Control Standards.
- ~~R.~~ S. Recyclable Materials. The list of Recyclable Materials as described in Attachment F, Recyclable Materials and Quality Control Standards as mutually agreed upon in writing by Contractor and the Contract Administrator.
- ~~S.~~ T. Service District. Those areas designated as the City on the map set out in Attachment G, Recycling Service District, to this Contract.
- ~~T.~~ U. Service Recipient. An occupant of a Service Unit that receives services pursuant to this Contract.
- V. Service Unit: An individual household or business within the City.
- ~~U.~~ W. Used Oil Collection Service. The collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers from Service Units in the Service District and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Contract. Effective as of the Single Stream Recycling Processing Acceptance Date the Contractor shall no longer collect Used Oil and this definition shall be considered deleted.
- ~~V.~~ X. Used Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with non-hazardous physical or chemical impurities. Used Oil must be generated at the Service Unit from which the Used Oil is collected. Used Oil does not include transmission fluid. Effective as of the Single Stream Recycling Processing Acceptance Date the Contractor shall no longer collect Used Oil and this definition shall be considered deleted.
- ~~W.~~ Y. Used Oil Container. A clear plastic container that is no more than four (4) quarts in capacity, leak-proof, has a screw-on lid, has a label designating it for use as a Used Oil Container, is approved by the Contract Administrator, and is

provided by Contractor for the accumulation of Used Oil. Effective as of the Single Stream Recycling Processing Acceptance Date the Contractor shall no longer collect Used Oil and this definition shall be considered deleted.

~~X-Z. Used Oil Filter.~~ Any oil filter that is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with non-hazardous physical or chemical impurities. Used Oil Filters must be generated at the Service Unit from which the Used Oil Filter is collected. Effective as of the Single Stream Recycling Processing Acceptance Date the Contractor shall no longer collect Used Oil Filters and this definition shall be considered deleted.

~~Y-AA. Used Oil Filter Container.~~ A clear poly bag with double track seal with at least one quart capacity for the accumulation of Used Oil Filters. Effective as of the Single Stream Recycling Processing Acceptance Date the Contractor shall no longer collect Used Oil Filters and this definition shall be considered deleted.

ARTICLE VII
AMENDMENT TO ATTACHMENT B, ARTICLE B-2 F OF AGREEMENT
Customer Service and Support

Attachment B, Article B-2 F of the Agreement, Basic Performance Specifications – General – Customer Service Center, is amended to read as follows:

F. ~~Customer Service and Support Center:~~ The Contractor shall maintain, during the term of this contract, a Customer Service Center that will handle customer service and support inquiries and communications for the City of Ann Arbor recycling program. The Contractor commits to a goal of 100 percent customer satisfaction. The Contractor will coordinate all customer service and support activities with City's Call Center and the call center of any rewards based participation incentive system that the City may choose to contract with as part of the participation tracking system. The Contractor's service will include the following:

1. Office: The Contractor will maintain a customer call center with live support from 8 a.m. – 5 p.m., Monday – Friday, excluding City-recognized holidays. The call center will have a dedicated telephone number that will be promoted on all information materials. In addition, customers may contact the Contractor with inquiries, requests or complaints 24 hours per day, seven days per week, via e-mail or a voice messaging system. Customers will receive a response within one business day. The call center will be staffed by the Contractor's staff. Customer Service Office where inquiries and complaints can be received. The office will be open during the normal business hours of 8:00 a.m. to 5:00 p.m. on all business days. Contractor will ensure that responsible persons are in charge of the office during collection hours, and are available to receive inquires and complaints during normal business hours.

2. ~~Telephone Information System:~~ The Contractor will maintain a Customer Service Telephone Information System with sufficient capability to handle phone inquiries for information on the Curbside Recycling and Curb Cart

~~Recycling Collection Services, the scheduled days of service, the materials that can be recycled and the procedure for reporting a missed pickup. The Contractor will provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when Contractor's office is closed.~~

2. Customer Inquiry/Complaint Processing: The Contractor's goal shall be 100 percent customer satisfaction, and 100 percent participation in the recycling program. Customers must be able to contact the Contractor through telephone or e-mail, and have their questions and complaints promptly addressed.

When a service complaint is received, it will be immediately logged and turned over to the route supervisor. The route supervisor will determine if the complaint is able to be resolved by the route driver, or if it requires the supervisor's personal attention.

The Contractor will rely on three types of reports, with access provided to the City, to ensure customer service standards are met or exceeded in all cases. The format of these reports shall be modified as needed to meet the needs of both parties, on mutual consent of both parties:

- a. Customer service report: This report will be used to track any missed pick-ups, including specific street address. Each incidence will be investigated to determine whether the pick-up was, in fact, overlooked, or if there are possible materials preparation issues at the location. The report will detail which driver missed the stop, as well as which driver was assigned to resolved the issue, and the date it was resolved. If the issue is not resolved by the driver, the route supervisor will handle it personally.
 - b. Curbside report: The curbside report will depict any problem areas that drivers experience on a daily basis, such as construction areas with limited access to recycling bins. Drivers will relay this information to base so that it is available to customers who may call in with questions about their specific service area. This log will be used to track locations where materials have been set out at the curb later than required on the scheduled pick-up day, or locations with contaminated recycling bins. This report will be utilized to track areas that may develop repetitive problems or issues, and in communicating with Service Units to resolve problems.
 - c. Container delivery report: The Container delivery report will track the number of recycling containers that are requested by Service Units and delivered each month to enable tracking of new customers, and how many replacement containers are requested by specific Service Units.
3. City Performance Standards for Service Recipient Calls: The City will direct all recycling service inquiries and complaints relating to Contractor's Recycling Service District to Contractor through the Customer Service System. Contractor shall record all calls including any inquiries, service requests and complaints into the Customer Service System. If the Service Recipient's request requires action by City-provided services, Contractor will

enter the request into the Customer Service System. Contractor's customer service representatives shall return Service Recipient calls as provided in this Section.

The Contractor shall measure the following Call Center performance metrics:

- Overall number of calls received
 - Percentage of calls going to voicemail
 - Turnaround time in returning messages from voicemail
 - Topic area of caller's request
 - For all messages left before 3:00 p.m., Contractor shall attempt all "call backs" at least one time prior to 5:00 p.m. on the day of the call.
 - For messages left after 3:00 p.m., Contractor shall attempt all "call backs" at least one time prior to noon the next business day. Contractor shall either talk to or leave a voice message for customer ~~make minimum of three (3) attempts~~ within twenty-four (24) hours of the receipt of the call. If customer cannot be reached and the Contractor cannot leave a message, Contractor shall attempt one additional call within twenty-four (24) hours of the receipt of the call, for a total of two (2) calls within a twenty-four (24) hour period. If Contractor is unable to reach the Service Recipient on the next business day, Contractor shall send a postcard to the Service Recipient on the second business day after the call was received, indicating that Contractor has attempted to return the call. All attempts to contact the caller shall be recorded in the Customer Service System.
4. Service Complaint Disputes: The Contractor will handle all service complaints in a prompt and efficient manner. In the case of a dispute between Contractor and a Service Recipient, Contractor will refer the matter to the Contract Administrator for review. The Contract Administrator will review the matter and make a determination as to the resolution of the dispute.
5. City Performance Standards for Missed Collections: For those complaints related to missed collections that are received by 2:00 p.m. on a business day, the Contractor will return to the Service Unit address and collect the missed materials before leaving the Service District for the day. For those complaints related to missed collections that are received after 2:00 p.m. on a business day, the Contractor will have until the end of the following business day to collect the materials. At the end of each ~~business day~~ month the Contractor will provide the Contract Administrator with a report including the response to each complaint which was received from a Service Recipient within that month. In the case of a chronic problem (such as having two or more late set-outs in a two-month period), the Contractor will utilize email to notify the Contract Administrator by the end of the day that a complaint was received and the Contractor's resulting action., or City in the event the

~~complaint was made by City, during the preceding business day. The report shall be submitted by the tenth day of the following month.~~

6. City Performance Standards for Repeated Missed Collections: Contractor acknowledges and agrees that it is in the best interest of City that all Recyclable Materials be collected on the scheduled collection day. However, in the event a Service Recipient requests missed collection service more than two (2) times in any consecutive two (2) month period City will work with Contractor to determine an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit (e.g. late set outs or improper recycling), Contractor shall utilize email to notify the Contract Administrator. The Contract Administrator will investigate all disputed complaints and render a written determination within ten (10) business days of receipt of Contractor's notification. Disputed complaints shall not be considered Valid Missed Collection Complaints for purposes of calculating Missed Pickups used for determining Performance Penalties until they have been determined to be valid by the Contract Administrator.
7. Reporting to City: The Customer Service Center will have the capability to report, via fax, internet or email, to the City on the status of service complaints and missed pickups where requested by the Contract Administrator. ~~by the end of each business day, in the timeframe described in Attachment E, Transition Plan, the Contractor shall provide web based real time internet access for the City to the Customer Service Center to allow the City to review Contractor performance status on demand.~~
8. Emergency Contact: The Contractor will provide the Contract Administrator with an emergency phone number where Contractor's representative authorized to act on Contractor's behalf can be reached outside of the required office hours.
9. Customer Service Representative Training. All of Contractor's customer service representatives shall be required to attend annual training to be provided by City. The Contract Administrator shall coordinate with Contractor to schedule such training.

ARTICLE VIII
AMENDMENT TO ATTACHMENT B, ARTICLE B-2 J OF AGREEMENT
Materials to be Collected

Attachment B, Article B-2 J of the Agreement, Basic Performance Specifications – General - Materials to be Collected, is amended to read as follows:

- J. Materials to be Collected: The Contractor is responsible for collection of Recyclable Material placed in the recycling containers (note procedures in Article B-4 H for providing additional Recycling Carts and additional scheduled lifts.) Materials outside recycling carts will not be picked up. Recyclable Materials collected and quality control standards for those materials are listed in Attachment F, Recyclable Materials and Quality Control Standards. All cardboard shall be collected curbside as long as it is contained within the Curbside Recycling Carts. The City's official policy will be not to collect household batteries and motor oil at multi-family carts unless an exemption is granted for a specific location. However, if household batteries or motor oil are

placed ~~in or next to the cart, and these materials are properly prepared,~~ the contractor shall collect those items. Effective as of the Single Stream Recycling Processing Acceptance Date the Contractor shall no longer collect Used Oil, Used Oil Filters and Batteries and these materials shall be handled as contaminants and improperly prepared materials for the purposes of this Agreement. The City shall notify Service Units of this policy as part of its regular education programs.

ARTICLE IX
AMENDMENT TO ATTACHMENT B, ARTICLE B-3 B OF AGREEMENT
Conditions of Service

Attachment B, Article B-3 B of the Agreement, Basic Performance Specifications – Curbside Recycling Collection Services – Conditions of Service, is amended to read as follows:

- B. Conditions of Service: Contractor shall provide Curbside Collection Service to all Curbside Service Units in the Service District whose Recyclable Materials are properly containerized in a ~~Recycling Tote or Curbside Recycling Cart~~ and have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and the Service Recipient, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. ~~In the event the Service Recipient produces more Recyclable Materials than can fit in the Recycling Tote, Contractor shall collect such excess Recyclable Materials as are set out beside the Recycling Tote in an additional container whose loaded weight does not exceed fifty (50) pounds, or in the case of corrugated cardboard, as is placed beside the Recycling Tote.~~ Should the Service Unit determine that it generates on a regular basis more Recyclable Materials than will fit in the Recycling Cart, the Service Unit may request a second Curbside Recycling Cart or an additional Scheduled Lift for Service Unit and Contractor and City, in their discretion, shall coordinate either the delivery of a second Curbside Recycling Cart or an additional Scheduled Lift for the Service Unit as provided for in Article B-2 I and that Service Unit shall be identified as a having a second Scheduled Lift for Service Unit for invoicing purposes. Materials outside the cart will not be picked up.

ARTICLE X
AMENDMENT TO ATTACHMENT B, ARTICLE B-3 I OF AGREEMENT
Recyclable Material Overflow

Attachment B, Article B-3 I of the Agreement, Basic Performance Specifications – Curbside Recycling Collection Services – Recyclable Materials Overflow, is amended to read as follows:

- I. Recyclable Material Overflow: In the case of repeated set-outs of excess Recyclable Materials (overflow outside of container), Contractor shall contact the Service Recipient to arrange for an appropriate change from Recycling Totes to Recycling Carts or the provision of additional Recyclint Totes, either increase the frequency of collection with additional Scheduled Lifts to eliminate the accumulation of excess Recyclable Materials or contact the Service Recipient to

arrange for provision of additional Recycling Carts that will be counted as additional Scheduled Lifts for invoicing purposes.

In the event Contractor cannot successfully contact the Service Recipient after three attempts, or cannot reach an agreement with such Service Recipient regarding the change in service, Contractor shall utilize email to provide the Contract Administrator with the details of the set-outs of excess Recyclable Materials, and the attempts at communication with the Service Recipient. The Contract Administrator shall respond to Contractor's report and make a final written determination. Within five (5) business days of receipt of the Contract Administrator's written determination, Contractor shall ~~exchange the Recycling Tote for a Recycling Cart or shall provide additional recycling Totes~~ provide additional Recycling Carts or additional Scheduled Lifts to the extent required by such written determination.

ARTICLE XI
AMENDMENT TO ATTACHMENT B, ARTICLE B-4 B OF AGREEMENT
Conditions of Service

Attachment B, Article B-4 B of the Agreement, Basic Performance Specifications – Curb Cart Recycling Collection Services – Conditions of Service, is amended to read as follows:

- B. Conditions of Service: Contractor shall provide Curb Cart Recycling Collection Service to all Curb Cart Service Units in the Service District whose Recyclable Materials are properly containerized in a Curb Cart Recycling Cart and have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and the Service Recipient, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. ~~In the event the Service Recipient produces more Recyclable Materials than can fit in the Recycling Cart, Contractor shall collect such excess Recyclable Materials as are set out beside the Recycling Cart in an additional container whose loaded weight does not exceed fifty (50) pounds, or in the case of corrugated cardboard, as is placed beside the Recycling Cart. Should the Service Unit determine that it generates on a regular basis more Recyclable Materials than will fit in the Recycling Cart, the Service Unit may request a second Curbside Recycling Cart or an additional Scheduled Lift for Service Unit and Contractor and City, in their discretion, shall coordinate either delivery of a second Curbside Recycling Cart or an additional Scheduled Lift for the Service Unit as provided for in Article B-4 H and an additional Scheduled Lift for Service Unit shall be counted for invoicing purposes. Materials outside the cart will not be picked up.~~

ARTICLE XII
AMENDMENT TO ATTACHMENT B, ARTICLE B-4 C OF AGREEMENT
Units Receiving Service

Attachment B, Article B-4 C of the Agreement, Basic Performance Specifications – Curb Cart Recycling Collection Services – Units Receiving Service, is amended to read as follows:

- C. Units Receiving Service: Curb Cart Service Unit Scheduled Lift Counts shall be designated by the City and shall include residential units, commercial units and civic units (municipal, parks, schools, non-profit agencies) where Curb Cart Collection is appropriate. Contractor shall determine actual Curb Cart locations and frequency of Scheduled Lifts as needed to maximize recovery and contractor performance with the sole location requirement being that each residential unit dumpster location will have Curb Carts at that location. Contract Administrator has the option of canceling service to a Service Unit or adjusting the number of Scheduled Lifts if determined to not be appropriate or needed.

ARTICLE XIII
AMENDMENT TO ATTACHMENT B, ARTICLE B-4 H OF AGREEMENT
Recyclable Material Overflow

Attachment B, Article B-4 H of the Agreement, Basic Performance Specifications – Curb Cart Recycling Collection Services – Recyclable Material Overflow, is amended to read as follows:

- H. Recyclable Material Overflow: In the case of repeated set-outs of excess Recyclable Materials (overflow outside of container), Contractor shall either increase the frequency of collection with additional Scheduled Lifts to eliminate the accumulation of excess Recyclable Materials or contact the Service Recipient to arrange for provision of additional Recycling Carts that will be counted as additional Scheduled Lifts for invoicing purposes.

In the event Contractor cannot successfully contact the Service Recipient after three attempts, or cannot reach an agreement with such Service Recipient regarding the change in service, Contractor shall utilize email ~~the Customer Service System~~ to provide the Contract Administrator with the details of the set-outs of excess Recyclable Materials, and the attempts at communication with the Service Recipient. The Contract Administrator shall respond to Contractor's report and make a final written determination. Within five (5) business days of receipt of the Contract Administrator's written determination, Contractor shall provide additional Recycling Carts or additional Scheduled Lifts to the extent required by such written determination.

ARTICLE XIV
AMENDMENT TO ATTACHMENT B, ARTICLE B-6 C OF AGREEMENT
Truck Type, Inventory, Purchase and Replacement

Attachment B, Article B-6 C of the Agreement, Basic Performance Specifications – Collection Trucks – Truck Type, Inventory, Purchase and Replacement, is amended to read as follows:

- C. Truck Type, Inventory, Purchase and Replacement: The City and Contractor shall jointly determine the truck types to be purchased with each of the newly purchased vehicles having compacting bodies, ~~the ability to~~ automated lift capacity for curb carts, and cab over low right hand drive entry. Attachment H: Recycling Truck Inventory, Maintenance and Replacement Schedule, identifies the current inventory of Recycling Trucks, the Replacement Schedule for that

Inventory under a seven year lifecycle as a primary collection vehicle and the specifications for those replacement vehicles. Each year, the City and Contractor shall complete a truck evaluation that determines the estimated useful remaining life for the vehicle. If, at the end of a vehicle's seven-year lifecycle, the City and Contractor agree that the vehicle need not be replaced that year (or any ensuing year), then the required purchase of the replacement vehicle will be delayed by that one year until the next annual vehicle evaluation cycle. Effective immediately upon execution of this Contract Amendment #8, the schedule for vehicle replacement shall be adjusted as follows and be exempt from the delay provision contained herein:

- a. Four compacting automated lift vehicles shall be provided to the Contractor no later than thirty days prior to the Single Stream Recycling Processing Acceptance Date (currently scheduled for July 1, 2010).
- b. Two compacting automated lift vehicles shall be provided to the Contractor no later than July 1, 2012. Each of these vehicles shall include the addition of semi-automated lift capacity on the left side of the vehicle.
- c. Two compacting automated lift vehicles shall be provided to the Contractor no later than July 1, 2014. Each of these vehicles shall include the addition of semi-automated lift capacity on the left side of the vehicle.

ARTICLE XV
AMENDMENT TO ATTACHMENT B, ARTICLE B-6 G OF AGREEMENT
General Maintenance and Repairs

Attachment B, Article B-6 I of the Agreement, Basic Performance Specifications – Collection Trucks – General Maintenance and Repairs, is amended to read as follows:

- G. General Maintenance and Repairs: The City will be responsible for all other maintenance, towing, and repairs to the vehicles including tires and field calls, except for repairs and towing due to negligence by the Contractor. Should Contractor need to provide any of these Services the City shall reimburse the Contractor for all direct costs including Contractor's labor and materials. The reimbursement rate for Contractor's labor shall be \$55/hour effective immediately upon execution of this Contract Amendment #8, escalated annually as provided for labor cost adjustment in Article 6 of the Agreement.

ARTICLE XVI
AMENDMENT TO ATTACHMENT B, ARTICLE B-6 I OF AGREEMENT
Geographical Positioning System (GPS) and Participation Tracking Equipment

Attachment B, Article B-6 I of the Agreement, Basic Performance Specifications – Collection Trucks – Geographical Positioning System (GPS) Equipment, is amended to read as follows:

- H. Geographical Positioning System (GPS) Equipment and Participation Tracking Equipment: ~~At the Contractor's request, The Contractor and the City will cooperate with the Contractor in the installation, operation and maintenance of on-truck RFID based Participation Tracking equipment, at City's cost, as part of the City's recycling rewards system. GPS equipment and related support equipment, at Contractor's cost, on each collection vehicle as part of the Contractor's web based vehicle tracking system.~~

ARTICLE XVI
AMENDMENT TO ATTACHMENT B, ARTICLE B-7 OF AGREEMENT
Collection Containers

Attachment B, Article B-7 of the Agreement, Basic Performance Specifications – Collection Containers, is amended to read as follows:

- A. Container Purchase and Ownership: All collection containers and replacement parts for these containers will be purchased by the City and will remain the property of the City ~~except for Carts sold by Contractor as provided for in Article B-7-E.~~
- B. Container Type: Collection container types will be determined jointly by the City and the Contractor and include the following: 1) ~~recycling totes and recycling carts for the Curbside Recycling Collection Service; and 2) various sizes of curb carts for the Curbside and Curb Cart Recycling Collection Service; and 2) larger capacity (approximately 300 gallon) automated side load dumpsters for selected areas of the Curb Cart Recycling Collection Service,~~
- C. Container Inventory and Storage: The City shall purchase sufficient quantities of each container type to allow Contractor to maintain an inventory in sufficient number for Contractor to perform deliveries, repairs and exchanges of such equipment in a timely manner. At no time shall the City allow the inventory of each Container type to drop below 50 containers. The City shall provide the Contractor a Container Storage Site (~~Currently at 721 N. Main a trailer at the entrance to the MRF on Platt Road just south of Ellsworth~~). The City shall cause new shipments of containers to be delivered to the Container Storage Site and shall notify the Contractor upon issuance of an order for a new shipment. The Contractor shall have access to the Container Storage Site and will maintain the Container Storage Site which shall include keeping a Container Inventory as part of the Customer Service System and a jointly updated City/Contractor database of distributed Containers tracked by Container RFID, Service Unit Location and other data fields determined to be necessary by both parties. The Contractor, upon notice from the City of an order for a new shipment, shall receive all shipments of containers, logging them into the Container Inventory including serial numbers and RFID from all curb carts. The Contractor shall arrange and stack the carts and containers in the storage area trailers (or equivalent) provided by the City at the Container Storage Site. The Contractor shall conduct quarterly inventories of all containers at the Container Storage Site to reconcile actual inventory with the Container Inventory as reported monthly part of the Customer Service System. The Contractor shall maintain the Container Storage Site in a clean, neat, and orderly manner. Mowing the Container Storage Site is the responsibility of the City. ~~At the Contractor's discretion, some or all of the containers may be stored at the Drop-off Station (currently at 2950 E. Ellsworth Road). The Contractor shall keep the containers stored in an orderly manner at the Drop-off Station and follow all other Container inventory and storage requirements as described herein.~~
- D. Distribution: The Contractor shall deliver any replacement collection containers or new collection containers to locations that had not previously been receiving services. Delivery shall also include appropriate educational material as reviewed and approved by the Contract Administrator. The Contractor shall

enter all deliveries into the database designated by the City Customer Service System including logging serial numbers and RFID tag data from all curb carts along with the Service Unit locations they were delivered to.

~~E. Contractor Sales of Carts: The Contractor may sell Curbside Recycling Carts to Curbside Service Units for Curbside Recycling collection. Terms of sale are between the Contractor and residents with the unit sale price determined as provided for in Attachment A, Performance Based Compensation, Section A-7 E. However, the Contractor shall clearly inform residents that the use of the Recycling Carts is a voluntary option. The City will review and approve all public information relating to the optional use of the Curbside Recycling Carts. For each Curbside Recycling Cart sold to residents Contractor shall report such sale in the Customer Service System so that the City may deduct the Cost of purchasing the Cart from the next Contractor Invoice. (Deleted.)~~

~~E. F-Cleaning: At a rate of no more than once each Contract Year, at the request of the Contract Administrator or the management of the Curb Cart Recycling Service Unit, and at no charge to City or the Curb Cart Recycling Service Unit, Contractor shall clean all specified Curb Carts at the Curb Cart Recycling Service Unit's premises or shall replace the specified dirty Curb Carts with clean Curb Carts and remove the dirty Curb Carts for cleaning. Cleaning of all other containers will be the responsibility of the Service Recipient. Substituting a previously used cleaned Curb Cart for an existing dirty Curb Cart is only permitted at Commercial Service Units. For any exchange of Curb Carts, Contractor shall update the City/Contractor database of distributed Containers tracked by Container RFID and Service Location.~~

~~F. G. Field Maintenance: The Contractor will be responsible for visual inspection of the containers as part of the routine servicing of the containers, and may take any needed actions for repair and/or replacement prior to reporting of such need by a Service Recipient. For any replacement of containers, Contractor shall update the City/Contractor database of distributed Containers tracked by Container RFID and Service Location.~~

~~G. H. General Repairs: The Contractor will be responsible for labor and tools to repair recycling curbcarts. The City will furnish parts for these repairs.~~

~~H. I. Replacement: Within five (5) business days of notification, the Contractor shall provide replacement containers to replace those damaged, destroyed, lost by the Service Recipient or stolen.~~

~~I. J. Contractor Caused Damage to Containers: The Contractor shall be responsible for loss or damage of any approved container caused by their agents or employees in the course of performance of their work and/or due to lifting mechanism or packing blade and shall fix or replace damaged carts at no cost to the owner or occupant or the City. Contractor will not be responsible for replacement of carts damaged due to increased brittleness of older carts. Lifting mechanism may not be set to cycle in less than 9 seconds and must be fully compatible to dumping the approved City containers.~~

~~J. K. Cost Accounting: The City will maintain and keep up to date a depreciation schedule and full cost accounting for the City's share of the Container ownership and maintenance costs such that a depreciated value of the Container asset and an annual operating cost (with capital amortization) of the Container program is available from the Contract Administrator within 30 business days of a request from the City or Contractor.~~

ARTICLE XVII
AMENDMENT TO ATTACHMENT B, ARTICLE B-8 A OF AGREEMENT

Attachment B, Article B-8 A of the Agreement, Basic Performance Specifications – Additional Services – Contractor Educational Information and Outreach, is amended to read as follows:

- A. Contractor Educational Information and Outreach: ~~The City and the Contractor will work together with the City to provide educational information on the Single Stream Curbside and Curb Cart Recycling Collection Service to all current and potential Service Units in the City of Ann Arbor. Communications will include elements for introducing and creating awareness about the new single-stream program, and ongoing outreach efforts to encourage maximum participation throughout the City. The Contractor will coordinate all educational information and outreach activities with the marketing and outreach campaigns of any rewards based participation incentive system that the City may choose to contract with as part of the participation tracking system.~~

~~and conduct an ongoing outreach campaign to encourage use of the Curbside and Curb Cart Recycling Collection Service. As part of this Program Educational Information and Outreach the City will conduct survey analysis to determine best practices for educational information and campaigns and work with the Contractor to incorporate these best practices into the Program Educational Information and Outreach.~~

1. Target Audiences - The identified primary target audiences are businesses and residents in the City of Ann Arbor. Public and private schools are a subset of the business category. The residential category includes the following subsets:
 - a. Single-family and duplex residences and home-owner associations
 - b. Multi-family housing units consisting of three or more units, including large apartment or condominium complexes; and
2. Communication Elements: The Contractor will implement a General Awareness and Outreach Campaign including volunteers as Grassroots Outreach to all residents. The Outreach Campaign aimed at businesses and multi-family housing units will include on-site training on the new single-stream system; and information materials tailored to each of the following target audiences: single-family and multi-family residences and businesses.

Distribution of these materials will occur in conjunction with distribution of new carts, in start-up packages to any carts subsequently requested after the launch of the single-stream program, during on-site training, and through volunteer grassroots efforts.
3. The Contractor will include informative recycling "start-up kits" to all new and replacement tote and cart deliveries. In addition to recycling information these kits will have information on the compost program, solid waste guidelines, additional material recovery options at the Drop-Off Station, Reuse options, and the Home Toxics Reduction program.

4. The Contractor will provide mailings or electronic links as appropriate regarding all Recycle Ann Arbor, City and County programs in response to informational requests.
5. The Contractor will provide a website for internet access to program information. The site will be linked to the City's sites as well, with the City's approval.
- ~~6. The Contractor will continue improvement and expansion of a quality control program intended to educate rather than punish for improperly prepared or inappropriate materials.~~
- ~~7. The Contractor will continue participation in the publication of the Recycler's Guide articles in the Ann Arbor News as long as the Ann Arbor News supports this activity with space at no cost. The Contractor will provide the City with notice as soon as possible if Contractor is told by the Ann Arbor News that there will be a charge for publishing Recycler's Guide articles.~~
- ~~8. The Contractor will maintain a Neighborhood Environmental Network for the purpose of distributing information regarding the various recovery and other environmental options available to residents. Targeted distributions will be provided at least three times a year either to encourage the recycling of specific materials or to increase participation in specific neighborhoods such as for low participation areas or multi-family complexes. A schedule of expected distributions will be provided to the City periodically.~~
- ~~9. The Contractor will provide special recycling promotions for Earth Day and America Recycles Day and develop at least three Cable Television Network (CTN) broadcasts each year.~~
- ~~10. The Contractor will continue efforts to bring attention to the City's progressive approach to recovery through national publications, conferences and workshops.~~

EXECUTION OF AMENDMENT NUMBER 2 TO THE AGREEMENT

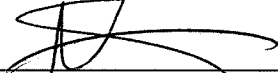
All terms, conditions, and provisions of the original agreement between the parties executed December 1, 1993 and amended by Amendment #1 effective March 2, 2005, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.


Dated this May 13, 2010

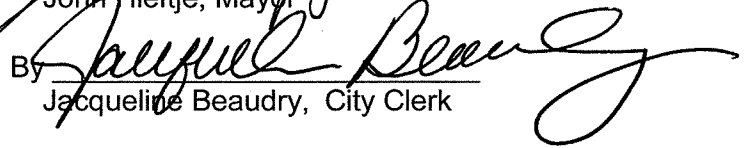
IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this instrument on the day and year first above written.

FOR CONTRACTOR

By 
Melinda Uerling, CEO

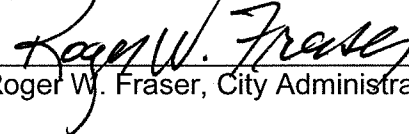
FOR THE CITY OF ANN ARBOR

By 
John Hieftje, Mayor

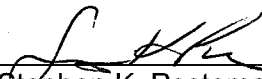
By 
Jacqueline Beaudry, City Clerk

Approved as to Substance


Sue F. McCormick,
Public Services Area Administrator


Roger W. Fraser, City Administrator

Approved as to Form


Stephen K. Postema, City Attorney

**ATTACHMENT A TO CONTRACT AMENDMENT NUMBER 2 TO AGREEMENT
SERVICE CONTRACT DOCUMENTS FOR RESOURCE RECOVERY SERVICES FOR
THE CITY OF ANN ARBOR**

**ATTACHMENT A
FACILITY DELIVERY STANDARDS**

FACILITY DELIVERY STANDARDS FOR SINGLE STREAM RECYCLABLES

SINGLE STREAM RECYCLABLES consist of the following commingled materials:

- Glass, transparent and translucent food and beverage bottles and containers. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- Household scrap metal including metal pots and pans, metal trays, metal bakeware, toasters, metal utensils, etc.
- Aluminum used beverage containers and foil clean of food
- All plastic bottles – including but not limited to:
 - HDPE plastic bottles (SPI Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable. Tubs, pots, and trays are not acceptable.
 - PET plastic bottles (SPI Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, and some shampoo bottles. Tubs, pots, and trays are not acceptable.
- Household plastic containers #1, #2 and #4 through #7 excluding Styrofoam and #3.
- Bulky HDPE - defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category is often referred to as "Injection HDPE".
- Multi-coated/plastic coated paper beverage cartons including milk and juice cartons also known as aseptic containers.
- ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.

- OCC - old corrugated containers (cardboard) that are flattened that have liners of Kraft, jute, or test liner. Staples and tape with water-soluble glues do not have to be removed. OCC can be damp but not soaked. Pizza boxes free of food are acceptable. Wax-coated old corrugated containers are not acceptable.
- Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- Office paper and household writing paper - all types and sizes of dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone books
- Gift wrapping paper

Maximum allowable contamination rate: 10%.

DELIVERY RULES AND REGULATIONS

- Residents and businesses are encouraged to discard containers' contents, labels, caps, and rings, and to rinse containers; but there is no requirement for these to be removed from Recyclable Materials.
- Recyclables will not be delivered in bags, however, it is acknowledged that the Contractor will process the contents of the bags as necessary for insignificant amounts of bagged recyclables in a load. If the Contractor determines that significant amounts of Recyclables are received in bags, the City will be notified and a mutually agreeable plan implemented that remedies the situation up to and including determination of loads considered non-conforming as stated below. Contractor acknowledges that up to 10% of loads delivered by the University of Michigan is delivered bagged and Contractor will continue to accept those loads from the University.
- Loads will be considered non-conforming to Facility Delivery Standards if:
 - They are found to be contaminated with Hazardous or Infectious Waste and/or is unprocessable.
 - A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables, but are not Hazardous or Infectious Waste.