

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

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

RECITALS

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

ARTICLE I: DEFINITIONS

Section 1.01: Definitions

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

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

"Compostable Material" means leaves, brush, tree limbs up to 6 inches in diameter and 4 feet in length, vegetative prunings, Christmas trees, Food Waste, Compostable Manmade Material, other garden or yard waste, and other organic material as may be specified in the City's Solid Waste Rules and Regulations. "Compostable Material" does not include sludge, manure or chemically treated wood.

"Compostable Manmade Material" means material that will completely break down into organic matter, will breakdown within 180 days, and the microorganisms present in compost will consume the material at the same rate as they would natural materials (i.e., food scraps, soiled paper, leaves, etc.). To satisfy these requirements, materials must meet one or more of the following criteria:

- (a) The product packaging or the specific product includes the BPI logo;
- (b) The product packaging or the specific product includes the phrase "meets ASTM standards for compostability";
- (c) The product packaging or the specific product has been designated "Certified Compostable" by the Biodegradable Products Institute (BPI); or
- (d) The product packaging or the specific product meets the Compost Manufacturers Alliance specification for compostable materials.

Compostable Manmade Material also must be acceptable to process on the Compost Site based on compliance with all Michigan Department of Environmental Quality regulations, and as further defined in City regulations.

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

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

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

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

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

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

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

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

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

"Products" means finished compost or mulch.

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

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

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

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

"Subcontractor" means any subcontractor hired directly by Contractor.

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

"Uncontrollable Circumstance" means:

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

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

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

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

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

Section 1.02: Terms Generally

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

Section 1.03: Notices Generally

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

Section 1.04: Entirety of Contract

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

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

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

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

Section 2.01: Overall Responsibilities

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

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

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

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

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

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

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

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

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

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

Section 2.03: Compost Site Maintenance

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

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

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

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

Section 2.05: Storm Water Control

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

Section 2.06: Litter Control

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

ARTICLE III: TERM OF CONTRACT

Section 3.01: Life of Contract

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

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

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

Section 4.01: Compost Testing

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

Section 4.02: MDEQ Reporting Requirements

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

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

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

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

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

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

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

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

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

Section 4.06: Removal and Disposal of Process Residue

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

Section 4.07: Weighing and Shipping Records

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

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

Section 4.08: City of Ann Arbor Programs

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

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

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

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

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

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

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

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

ARTICLE V: PAYMENTS TO CONTRACTOR AND TO THE CITY

Section 5.01: Compensation

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

Section 5.02: Payments to Contractor

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

Section 5.03: Payments to City

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

Section 5.04: Information to be Included with Invoices.

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

Section 5.05: Late Payments.

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

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

ARTICLE VI: SHUTDOWNS AND REDUCTIONS IN CAPACITY

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

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

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

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

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

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

Section 6.02: Insurance Benefits

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

Section 6.03: Covenant to Continue Work

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

ARTICLE VII: MARKETING

Section 7.01: Reporting Requirements

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

ARTICLE VIII: INSURANCE, SAFETY AND LOSS CONTROL

Section 8.01: Contractor's Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.02: No Limitation

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

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

ARTICLE IX: INDEMNIFICATION AND WAIVER

Section 9.01: Indemnification

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

Section 9.02: Payment and Defense

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

Section 9.03: Survival

This Article IX shall survive termination of this Contract.

ARTICLE X: EVENTS OF DEFAULT

Section 10.01: Remedies for Default

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

Section 10.02: Events of Default by Contractor

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

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

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

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

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

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

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

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

Section 10.03: Events of Default by the City

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

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

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

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

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

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

Section 10.04: Performance Bond

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

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

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

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

ARTICLE XI: TERMINATION

Section 11.01: Mitigation

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

Section 11.02: Termination by the City

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

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

Section 11.03: Termination by Contractor

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

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

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

ARTICLE XII: MICHIGAN FREEDOM OF INFORMATION ACT

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

ARTICLE XIII: REPRESENTATIONS

Section 13.01: Representations of the City

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

Section 13.02: Representations of Contractor

Contractor represents that:

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

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

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

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

(i) has been authorized,

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

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

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

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

ARTICLE XIV: MISCELLANEOUS

Section 14.01: Uncontrollable Circumstances

(a) Except as provided in Article VI:

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

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

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

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

Section 14.02: Compost Site Access

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

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

Section 14.03: Compliance Requirements

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

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

Section 14.04: Assignment

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

Section 14.05: Subcontracts, Assignment, and Default

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

Section 14.06: Notices

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

- (a) If to the City:

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

- (b) If to the Contractor:

WeCare Denali, LLC
President
3308 Bernice Av
Russellville AR 72802

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

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

Section 14.07: Relationship of the Parties

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

Section 14.08: Waiver

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

Section 14.09: Amendment.

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

Section 14.10: Authorized Representative

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

Section 14.11: Contract Governed by Michigan Law

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

Section 14.12: No Other Contract

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

Section 14.13: Successors and Assigns.

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

Section 14.14: Execution of Documents

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

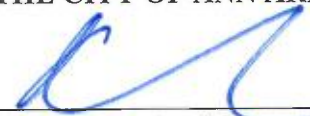
Section 14.15: Severability

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

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

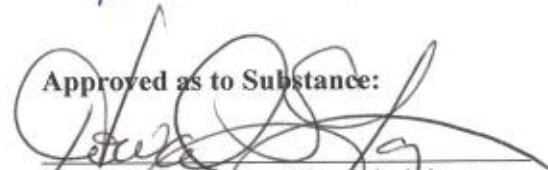
FOR THE CITY OF ANN ARBOR

FOR CONTRACTOR

By 
Christopher Taylor, Mayor

By 
Andy McNeill
Its PRESIDENT + CEO

By 
Jaqueline Beaudry, City Clerk

Approved as to Substance:

Howard S. Lazarus, City Administrator


Craig A. Hupy, Public Services Area
Administrator

Approved as to form and content:



Stephen K. Postema, City Attorney

Exhibit A

Stormwater Pollution Prevention Plan (SWPPP)

FACILITY NAME:

Ann Arbor Municipal Compost Center

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

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

TABLE OF CONTENTS

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

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

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

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

1.0 GENERAL FACILITY INFORMATION

Facility Information:

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

Facility Contact Information:

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

Facility Contact information to be aware of:

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

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

Certified Storm Water Operator Information:

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

Permit Information:

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

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

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

2.0 STORM WATER POLLUTION PREVENTION TEAM

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

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

3.0 SITE MAP

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

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

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

SEE FIGURE 1 FOR FACILITY SITE MAP

4.0 SIGNIFICANT MATERIALS

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

- ✓ Raw Materials
- ✓ Fuels

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

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

4.1 Inventory of Exposed Significant Materials

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

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

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

SEE TABLE 1 FOR SIGNIFICANT MATERIAL INVENTORY

4.2 Description of Industrial Activities & Significant Material Storage Areas

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

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

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

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

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

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

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

4.3 List of Significant Spills

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

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

Yes No

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

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

4.4 Summary of Sampling Data

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

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

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

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

4.5 Actions Taken to Investigate Illicit Connections

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

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

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

5.0 NON-STRUCTURAL CONTROLS

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

5.1 Preventative Maintenance Program (Routine Inspection Program)

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

The Routine Inspection Form is in Section 16.0.

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

5.2 Housekeeping Procedures (Routine Inspection Program)

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

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

The Routine Inspection Form is in Section 16.0.

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

The table below describes the Routine Inspection Program Procedures:

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

5.3 Comprehensive Site Inspection & Visual Assessments of Storm Water Discharges

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

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

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

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

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

The Comprehensive Site Inspection Form is in Section 17.0.

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

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

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

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

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

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

The Visual Assessment Report Form is in Section 18.0.

Visual Assessment schedule:
Quarterly

SEE SECTION 14.0 FOR THE VISUAL ASSESSMENT PROCEDURES

5.4 Material Handling & Spill Prevention / Clean-Up Procedures

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

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

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

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

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

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

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

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

SEE TABLE 2 FOR SPILL KIT INVENTORY

5.5 Soil Erosion & Sedimentation Control Measures

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

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

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

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

- If “Yes” then complete the table below:

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

5.6 Employee Training Program

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

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

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

The Employee Training Form is in Section 19.0.

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

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

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

5.7 TMDL Requirements

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

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

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

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

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

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

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

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

5.8 List of Significant Materials Still Present

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

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

6.0 STRUCTURAL CONTROLS

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

Structural controls may be necessary:

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

Examples of structural controls include the following:

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

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

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

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

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

7.0 NON-STORM WATER DISCHARGES

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

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

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

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

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

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

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

8.0 ANNUAL REVIEW

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

The Annual Review Report Form is in Section 20.0.

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

9.0 INDUSTRIAL STORM WATER CERTIFIED OPERATOR UPDATE

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

10.0 RECORD KEEPING

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

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

11.0 SWPPP CERTIFICATION

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

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

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

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

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

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



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

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

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

13.0 TABLE 1 CONTINUED

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

14.0 VISUAL ASSESSMENT PROCEDURES

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

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

15.0 TABLE 2 – SPILL KIT INVENTORY

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

Person responsible for maintaining this inventory:

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

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

Facility Responsible Person/Phone Number:

Spill Response Contractor (if any)/Phone Number:

DEQ District Office Phone Number:

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

Stencil the following warning on each spill kit:

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

16.0 ROUTINE INSPECTION FORM

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

Inspector Information	
Print Name:	Signature:

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

18.0 VISUAL ASSESSMENT REPORT FORM

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

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

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

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

RETAIN THIS FORM FOR A MINIMUM OF 3 YEARS

20.0 ANNUAL SWPPP REVIEW REPORT FORM

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

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

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

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

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

21.0 DEQ SPILL OR RELEASE REPORT



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

SPILL OR RELEASE REPORT

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

Please print or type all information.

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

EXTENT OF INJURIES, IF ANY <hr/>	WAS ANYONE HOSPITALIZED? <input type="checkbox"/> Yes NUMBER _____ HOSPITALIZED: _____ <input type="checkbox"/> No	TOTAL NUMBER OF INJURIES TREATED ON-SITE: <hr/>																																																																					
DESCRIBE THE INCIDENT, THE TYPE OF EQUIPMENT INVOLVED IN THE RELEASE, HOW THE VOLUME OF LOSS WAS DETERMINED, ALONG WITH ANY RESULTING ENVIRONMENTAL DAMAGE CAUSED BY THE RELEASE. IDENTIFY WHO IMMEDIATELY RESPONDED TO THE INCIDENT (own employees or contractor — include cleanup company name, contact person, and telephone number). ALSO IDENTIFY WHO DID FURTHER CLEANUP ACTIVITIES, IF PERFORMED OR KNOWN WHEN REPORT SUBMITTED <input type="checkbox"/> CHECK HERE IF DESCRIPTION OR ADDITIONAL COMMENTS ARE INCLUDED ON ATTACHED PAGE <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>																																																																							
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ASSESSMENT OF ACTUAL OR POTENTIAL HAZARDS TO HUMAN HEALTH (include known acute or immediate and chronic or delayed effects, and where appropriate, advice regarding medical attention necessary for exposed individuals.) <input type="checkbox"/> CHECK HERE IF DESCRIPTION OR ADDITIONAL COMMENTS ARE INCLUDED ON ATTACHED PAGE <hr/> <hr/>																																																																							
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY NOTIFIED: INITIAL CONTACT BY: <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> Other DATE/TIME INITIAL CONTACT: _____ <input type="checkbox"/> PEAS: 800-292-4706 Log Number Assigned _____ <input type="checkbox"/> DEQ District or Field Office Divisions or Offices Contacted: <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Baraga</td> <td><input type="checkbox"/> Gwinn</td> <td><input type="checkbox"/> Air Quality</td> </tr> <tr> <td><input type="checkbox"/> Bay City</td> <td><input type="checkbox"/> Jackson</td> <td><input type="checkbox"/> Land & Water Management</td> </tr> <tr> <td><input type="checkbox"/> Cadillac</td> <td><input type="checkbox"/> Kalamazoo</td> <td><input type="checkbox"/> Office Geological Survey</td> </tr> <tr> <td><input type="checkbox"/> Crystal Falls</td> <td><input type="checkbox"/> Lansing</td> <td><input type="checkbox"/> Remediation and Redevelopment</td> </tr> <tr> <td><input type="checkbox"/> Detroit</td> <td><input type="checkbox"/> Newberry</td> <td><input type="checkbox"/> Waste and Hazardous Materials</td> </tr> <tr> <td><input type="checkbox"/> Gaylord</td> <td><input type="checkbox"/> Warren</td> <td><input type="checkbox"/> Water Bureau</td> </tr> <tr> <td><input type="checkbox"/> Grand Rapids</td> <td><input type="checkbox"/> Wyoming</td> <td></td> </tr> </table> <small>DEQ Office locations are subject to change</small>	<input type="checkbox"/> Baraga	<input type="checkbox"/> Gwinn	<input type="checkbox"/> Air Quality	<input type="checkbox"/> Bay City	<input type="checkbox"/> Jackson	<input type="checkbox"/> Land & Water Management	<input type="checkbox"/> Cadillac	<input type="checkbox"/> Kalamazoo	<input type="checkbox"/> Office Geological Survey	<input type="checkbox"/> Crystal Falls	<input type="checkbox"/> Lansing	<input type="checkbox"/> Remediation and Redevelopment	<input type="checkbox"/> Detroit	<input type="checkbox"/> Newberry	<input type="checkbox"/> Waste and Hazardous Materials	<input type="checkbox"/> Gaylord	<input type="checkbox"/> Warren	<input type="checkbox"/> Water Bureau	<input type="checkbox"/> Grand Rapids	<input type="checkbox"/> Wyoming		OTHER ENTITIES NOTIFIED: <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> National Response Center (NRC): 800-424-8802</td> <td style="text-align: right;">Date: _____</td> <td style="text-align: right;">Time: _____</td> </tr> <tr> <td><input type="checkbox"/> US Coast Guard Office: <input type="checkbox"/> Detroit <input type="checkbox"/> Grand Haven <input type="checkbox"/> Sault Ste. 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DATE WRITTEN REPORT SUBMITTED	SIGNATURE OF PERSON SUBMITTING WRITTEN REPORT																																																																						

Exhibit B
Scope of Services

Proposal of



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

For

COMPOST FACILITY OPERATIONS AND MANAGEMENT

City of Ann Arbor, Michigan RFP #17-25

To

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





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

August 31, 2017

BY HAND DELIVERY

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

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

Dear Representatives of the City of Ann Arbor:

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

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

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

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

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

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

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

Thank you.

Very truly yours,



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

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



Table of Contents

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



Executive Summary

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

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

Additionally, WeCare acknowledges the receipt of Addendum 1.

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

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

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

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

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

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

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

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

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

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

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



Arbor and excited to

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

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

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

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



Benefits to the City of Ann Arbor include:

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

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

Professional Qualifications

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

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

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

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

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



History

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

Leadership

Andy McNeill - Chief Executive Officer

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

Jeffrey J. LeBlanc - President North America

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

Mark Marasco – Chief Financial Officer

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

Julie McNeill – Director, Human Resources and Public Affairs

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

Michael Nicholson – Senior Vice President Development

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

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

Don Butynski – Ann Arbor Project Manager

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

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

Brian Fleury – Senior Vice President - Organic Residuals

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

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

Jeff Retzke - Senior Environmental Manager, East Region

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

Nick Thompson - Health and Safety Manager

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

Similar Projects, Experience and Project References

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

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

City of Ann Arbor, Michigan Compost Facility

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



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

City of Phoenix, Arizona Compost Facility



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



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



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

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

New York City Department of Sanitation Compost Facility (DSNY)

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



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



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

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

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



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



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

Burlington County, New Jersey, Compost Facility

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



Project Reference Contact Information

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

Facility Operations Standard Operational Procedures

Scale House

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

New Compost Facility Gate Office Trailer

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

Yard waste and Residential Food Waste Receiving from the City

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

Yard waste Receiving from Third Parties

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

Bulk Brush and Wood

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

Wood Pallets

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

Mulch Processing

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

Compost Processing

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

Windrowing

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



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

Curing

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

Screening

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

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



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

Reprocessing Screened Overs

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

Compost Storage

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



Compost and Mulch Product Loading

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

Product Marketing

Marketing and Distribution

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



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

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



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

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

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

Contamination

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

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

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

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

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

Size Specification

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

Temperature

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

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

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

Equipment

WeCare has operated the compost facility utilizing the following equipment:

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

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

Staffing

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

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

Litter Management

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

Maintenance of Pad and Roadways

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

Communication with the City

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

Training

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

Health and Safety Information

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

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

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

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

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

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

Exposure to Dust and Airborne Particulates

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

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

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

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

Personal Hygiene

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

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

Electrical Equipment

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

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

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

Mechanical Equipment

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

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

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

Safety Equipment

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

Traffic

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

Authorized Negotiator

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

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

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

Additional Items for Discussion with the City

Capital Improvements

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

Customer Payment Services

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

Contract Term

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

Customer Load Out

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

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

Specification for Commercial Food Waste

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

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

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

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

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

Change in Law

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

**ATTACHMENT A
LEGAL STATUS OF RESPONDENT**

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

The Respondent is:

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

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

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

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

 Date: 8/31/2017
Signature _____ Andrew McNeill, CEO

(Print) Name Andrew McNeill Title CEO

Firm: WeCare Denali, LLC

Address: 3308 Bernice Ave, Russellville, AR 72802

Contact Phone: 479-498-0500 Fax 479-398-9699

Email: angela.beerman@denaliwater.com

Support for ATTACHMENT A
Authority to Sign



Denali Water Solutions LLC Corporate Evidence of Authority to Sign

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

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

Andy McNeill, President & CEO

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

Non-Discrimination Ordinance

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

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

The Contractor agrees:

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

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

WeCare Denali, LLC
Company Name

Signature of Authorized Representative
8/30/2017
Date

Andrew McNeill, CEO
Print Name and Title

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

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

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

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

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

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

The Contractor or Grantee agrees:

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

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

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

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

WeCare Denali, LLC
Company Name


Signature of Authorized Representative

8/30/17
Date

3308 Bernice Ave
Street Address

Russellville, AR 72802
City, State, Zip

Andrew McNeill, CEO
Print Name and Title

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

ATTACHMENT D



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Exhibit C


Schedule of Fees and Rates

APPENDIX B: COST PROPOSAL FORM

RFP #17-25 FOR COMPOST SITE OPERATIONS AND MANAGEMENT

1: COMPANY NAME: WeCare Denali, LLC

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

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

2: PROPOSED RATE SCHEDULE

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

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