



## ADRIAN COLLEGE

August 16, 2016

Mr. Michael M. Gabor  
Environmental Quality Analyst  
Air Quality Division  
301 East Louis Glick Highway  
Jackson, Michigan 49201-1556



Dear Mr. Gabor:

The follow is Adrian College's response to the violation notice dated July 27, 2016.

Immediately following our inspection on July 21, 2016 Chris Stiver and myself decided that we were going to eliminate the use of the bulbcruher (Permit No. 23-10). We now have a contract with Republic Services to recycle our light bulbs and will no longer be using the bulbcruher. Attached you will find a copy of this contract. We are also in the process of working with Air Cycle Corporation to dispose of the current crushed lamps that are in the bulbcruher drum, the used carbon filter, as well as the bulbcruher itself.

In response to the violation of Special Condition II.1.:

When I was creating the form for us to follow to mark down the number of lamps crushed, I used the example form that was sent to me from the DEQ, on their sample form it listed not to exceed 400 8' lamps in a day, I had missed that the condition only read 100 8' lamps. We will not have this problem as we are eliminating the bulbcruher.

In response to the violation of Special Condition III.3.:

When we moved to the new maintenance building, we thought we were far enough away from the apartment complex and did not realize we were in violation until we were questioned by Mr. Gabor. The issue will be resolved when the machine is removed from building. The machine has not been used since the date of inspection.

In response to the violation of Special Condition III.5.:

It was an oversight about changing the filter every two years. This will be corrected when the machine is removed from our site.

Adrian College's goal is to remove the bulcrusher off of the Campus as soon as we receive the pricing from Air Cycle Corporation to dispose of the machine and all components. We will then be using Republic Services to recycle all of our lamps by shipping them off Campus. Once the bulcrusher has been disposed of by Air Cycle, we will forward all of that documentation to you and then contact DEQ to void our permit.

If there is any more information that is needed concerning these Violations, please contact me at the number listed below.

Sincerely,

A handwritten signature in cursive script that reads "Matthew Armentrout".

Matthew Armentrout  
Facilities Coordinator  
Adrian College  
(517) 264-3818  
[marmentrout@adrian.edu](mailto:marmentrout@adrian.edu)

cc: Mr. Chris Stiver, Adrian College

cc/via e-mail: Mr. Michael Gabor, DEQ  
Mr. Scott Miller, DEQ



## PROPOSAL

8/4/2016

Donna Ward  
ADRIAN COLLEGE/NEW PLANT  
202 STRATFORD DR  
ADRIAN, MI 49221

ADRIAN COLLEGE:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-589-9139. It's that easy.

Universal Recycling Box Mail-Back			
Container Type	Quantity	Unit Pricing	Ext.Pricing
4 ft. Large Bulb Kit	2	\$108.34 /Each	\$216.67
8 ft. Bulb Kit	1	\$108.33 /Each	\$108.33
Compact Fluorescent Kit	1	\$98.07 /Each	\$98.07
Assorted Bulb Recycling Kit	1	\$111.75 /Each	\$111.75
Total Estimated Universal Recycling Box Mail-Back Amount**			\$534.82

Estimated Universal Recycling Total Amount	
Total Estimated Universal Recycling Amount**	\$534.82

Greg Stalter  
Republic Services  
517-403-8909  
GStalter@republicservices.com  
[www.republicservices.com](http://www.republicservices.com)

\* The Total Estimated Universal Recycling Box Mail-Back Amount is merely an estimate. Invoiced amounts may differ based on actual contents, grade, weight and location/accessibility of materials, and any additional labor or equipment required. Taxes may apply. Additional charges may apply if non-approved contents are included in the container, the container is incorrectly assembled and/or the container weighs more than the maximum weight.

\*The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and charges for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Electronics Recycling Customer Service Agreement.



UNIVERSAL RECYCLING™  
CUSTOMER SERVICE AGREEMENT

AGREEMENT NUMBER A161329400

INVOICE TO			
CUSTOMER NAME	ADRIAN COLLEGE		
ATTN	Donna Ward	EMAIL	purchasing@adrian.edu
ADDRESS	110 S MADISON ST		
CITY	ADRIAN	STATE	MI ZIP 492212518
TEL. NO.	(517) 264-3160	FAX NO.	

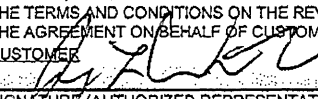
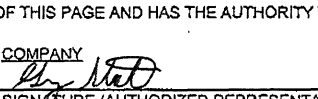
☒ Box Mail-Back

SITE LOCATION			
COMPANY NAME	ADRIAN COLLEGE/NEW PLANT		
CONTACT	Donna Ward		
ADDRESS	202 STRATFORD DR		
CITY	ADRIAN	STATE	MI ZIP 49221
TEL. NO.	(517) 264-3160	FAX NO.	

☐ Pack-Up and Pick-Up

Existing Account No	Cont. Type	Charge Code	Description	Qty.	Recycling Service Fee	UOM	Auto Reorder
270-2001836	UM	FB2	4 ft. Large Bulb Kit	2	\$108.34	Each	Yes
270-2001836	UM	FB3	8 ft. Bulb Kit	1	\$108.33	Each	Yes
270-2001836	UM	FB4	Compact Fluorescent Kit	1	\$98.07	Each	Yes
270-2001836	UM	FB5	Assorted Bulb Recycling Kit	1	\$111.75	Each	Yes

COMMENTS

Allied Waste Systems, Inc. DBA Allied Waste Services of Carleton, Republic Services of Carleton	
HEREINAFTER REFERRED TO AS THE COMPANY	
COMPANY AND CUSTOMER, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS AGREEMENT, AGREE THAT THIS IS A LEGALLY BINDING AGREEMENT WHICH IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE, AND ON THE REVERSE SIDE OF THIS PAGE. IN ADDITION, CUSTOMER CERTIFIES BY ITS SIGNATURE BELOW THAT IT HAS REVIEWED AND AGREES TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE AND HAS THE AUTHORITY TO SIGN THE AGREEMENT ON BEHALF OF CUSTOMER.	
CUSTOMER	COMPANY
	
SIGNATURE (AUTHORIZED REPRESENTATIVE)	SIGNATURE (AUTHORIZED REPRESENTATIVE)
Jerry Wright	Greg Stalter
NAME (PLEASE PRINT)	NAME (PLEASE PRINT)
VP of Business Affairs and CFO	Territory Manager
TITLE (PLEASE PRINT)	TITLE (PLEASE PRINT)
DATE: 8-5-2016	DATE: 8-5-16

CUSTOMER'S INITIAL:                      DATE:                     

1. **The Agreement.** The agreement of the parties shall consist of the first page of this Agreement and these Terms and Conditions (this "Agreement"). Subject to the terms and conditions contained in this Agreement, Company agrees to provide Customer Universal waste recycling ("Universal Waste" as defined in section 3) services where Company provides or causes to be provided recycling, refurbishment, reuse and/or disposal services for Universal waste within the continental United States as designated below (Universal waste services are not available in Alaska and Hawaii). Company to provide (a) collection of Universal Waste from customer's address above or such other location as designated in this Agreement, (b) transportation of Universal Waste to a recycling facility designated by company or its subcontractor, and/or (c) Universal Waste mail back containers (with prepaid return-shipping label) ("Universal Waste Service"). Customer grants to Company the rights to perform the Services hereunder, whether permanent or temporary in nature.
2. **Universal Waste Recycling Services.** Subject to the terms and conditions contained in this Agreement, Company agrees to provide Customer Universal waste recycling ("Universal Waste" as defined in section 3) services where Company provides or causes to be provided recycling, refurbishment, reuse and/or disposal services for Universal waste within the continental United States as designated below (Universal waste services are not available in Alaska and Hawaii). Company to provide (a) collection of Universal Waste from customer's address above or such other location as designated in this Agreement, (b) transportation of Universal Waste to a recycling facility designated by company or its subcontractor, and/or (c) Universal Waste mail back containers (with prepaid return-shipping label) ("Universal Waste Service"). Customer grants to Company the rights to perform the Services hereunder, whether permanent or temporary
3. **Universal Waste.** Only Universal Waste that satisfies each of the following criteria shall be tendered by Customer and accepted by Company for recycling, refurbishment, reuse and/or disposal: (a) includes only those materials set out by the Environmental Protection Agency's Universal waste regulations set forth in 40 C.F.R. Part 273, including mercury-containing items and materials, lamps, dry cell batteries, and TSCA exempt PCB ballasts and non-PCB ballasts; (b) does not contain any unacceptable Materials (as defined in Section 4); and (c) is otherwise in accordance with this Agreement. Customer acknowledges and understands that due to a variety of factors, including, without limitation, market conditions and processing costs, some or all of the Universal Waste may be disposed of in a disposal facility and not recycled.
4. **Universal Waste Tendered.** Customer represents, warrants and covenants that all of Customer's mercury-containing lamps, dry cell batteries, TSCA exempt PCB ballasts and non-PCB ballasts tendered to Company and/or its subcontractors for recycling, refurbishment, reuse and/or disposal will be Universal waste and will not contain any: (a) waste or material other than Universal Waste; or (b) waste or material not acceptable under Applicable Laws for transportation to, storage at, or recycling, refurbishment, reuse and/or disposal by company or its subcontractors handling the Universal Waste because of its hazardous nature (collectively, items (a) and (b) are referred to as "Unacceptable Waste"). Customers shall in matters relating to the collection, transportation and recycling, refurbishment, reuse and/or disposal of the Universal Waste comply with all Applicable Laws.
5. **Risk of Loss and Title Transfer.** Risk of loss shall remain with Customer until Company or its subcontractors places Universal waste in its truck or it receives the Universal waste at a company facility or the company's subcontractor's facility. Company or its subcontractors shall acquire title to Universal waste when it is loaded into Company or its subcontractors truck or it receives the universal waste at a Company facility or the company's subcontractor's facility. Title to, and liability for, unacceptable waste handled or disposed of by company shall at all times remain with customer.
6. **Rights of Refusal/Relocation.** Customer shall inspect all Universal Waste at the place(s) of collection and shall remove any and all Unacceptable Waste. Company and/or its subcontractor has the right to refuse, or to reject after acceptance, any Universal Waste for any reason, including if Company believes (a) Customer has breached (or is breaching) any Applicable Laws or any of its representations, warranties, covenants or agreements in this Agreement; or (b) that the waste includes Unacceptable Waste. Company shall have the right to inspect all vehicles and containers transporting or holding any Universal Waste to be transported to and/or disposed of under this Agreement, including Customer's vehicles, to determine whether the waste is Universal Waste pursuant to this Agreement and to ensure compliance with all Applicable Laws. Company's exercise, or failure to exercise, its rights hereunder shall not operate to relieve Customer of its responsibilities or liabilities under this Agreement. Any costs incurred by Company in connection with returning, handling or disposing of Unacceptable Waste shall be borne by Customer.
7. **Charges and Payment.** Payment shall be made by Customer within fifteen (15) days after invoice date. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full. Customer agrees to pay a 5% late charge for each payment not received within fifteen (15) days after the date of Company's invoice or, if lower, the maximum rate permitted by applicable state law. In lieu of terminating or suspending this Agreement, Company may require Customer to pay for all services on a cash on delivery (C.O.D.) basis, and upon the failure to pay on C.O.D. terms, company may suspend this Agreement or terminate this Agreement and recover any amounts due and owing (including interest), as provided in this agreement. If services are reinstated, Customer shall pay any amounts outstanding plus a fifty dollar (\$50.00) service interruption fee and any amounts owed to company arising since suspension of this agreement. Customer shall pay a fifty dollar (\$50.00) charge, or a lower amount within Company's discretion or as otherwise required by Applicable law, for each returned check. Customers shall be liable for all taxes, fees, or other charges imposed upon the recycling, refurbishment, reuse, transportation and/or disposal of Universal Waste by Applicable Laws, and any site specific fees, including those imposed retroactively. Customer agrees to pay any charges assessed against company by a subcontractor as a result of customer including waste other than universal waste in the universal waste. Customer additionally agrees to pay, if applicable, an administrative fee in the amounts shown on each of company's invoices, which company may increase or decrease from time to time by showing the amounts on the invoice. company may also increase rates for reasons other than as set forth above with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.
1. **Automatic Reordering.** If the automatic reordering box is checked on the front of this agreement for universal waste mail back containers (a) Company shall automatically send Customer a container identical to the one returned by customer upon receipt of the container from customer, (b) customer acknowledges and agrees that any universal waste mail back containers must be used by customers within twelve (12) months of receipt or an additional charge may apply; (c) this agreement and all of its terms and conditions shall continue in effect until Customer, in its sole discretion, gives company at least sixty (60) days written notice of termination; (d) Company may increase rates to cover increase in shipping, recycling, refurbishment, reuse and/or disposal rates upon notice of customer; (e) company may increase the rates set forth herein annually in an amount equal to the greater of 4% or the percentage increases in the consumer price index for Urban Consumers (CPI-U) U.S. City Average, published by United States Department of Labor, Bureau of Statistics; and (f) Customer shall have ninety (90) days following written notice from Company that the Universal Waste Services have been terminated or disconnected by Company to use and return all of the Universal Waste mail back containers in customers possession.
2. **Service.** Company or its subcontractor to provide (a) collection of Universal Waste from Customer's address above or such other location as designated in this Agreement, (b) Transportation of Universal Waste to a recycling facility designated by company's or its subcontractor, and/or (c) Universal waste mail back containers (with prepaid return-shipping label). Customer is responsible for complying with all packaging, sealing and shipping instructions included with each container. Customer shall be responsible for any additional charges to ship the mail back box. Company reserves the right to bill additional amounts for any of the following: (x) any container exceeding its specified maximum weight; (y) shipping materials (including Unacceptable waste) in the wrong container or mixing materials in the container, or (z) additional shipping charges beyond the amounts prepaid for any prepaid label.
3. **Indemnification.** Customer shall indemnify and hold harmless Company and its subsidiaries, affiliates and parent corporations, as applicable, and their respective officers, directors, lenders, employees, subcontractors and agents (the "Company Indemnified Parties") from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorneys' fees (collectively, "Losses") arising out of or in connection with such Customer's breach of this Agreement or arising out of the negligence or willful misconduct by Customer or such Customer's employees, agents, subcontractors or representatives. Customer further agrees to indemnify, and hold harmless the Company Indemnified Parties from and against any and all Losses arising out of or related to (a) the transportation, handling, disposal and/or other activities of any Unacceptable Waste, whether or not Customer or Company or its subcontractors were negligent in failing to identify the Unacceptable Waste; (b) the reloading and/or removal of Unacceptable Waste; (c) any penalties, fines or remediation activities incurred by or imposed as the result of the transportation, handling, disposal and/or other activities involving Unacceptable Waste; and (d) any increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of Company as to the content of the waste transported and/or disposed following discovery of potentially Unacceptable Waste. Company may also, in its sole discretion, require Customer to promptly remove the Unacceptable Waste at Customer's sole expense. Company shall indemnify and hold harmless Customer and its subsidiaries, affiliates and parent corporations, as applicable, and their respective officers, directors, lenders, employees, subcontractors and agents from and against any and all Losses arising out of or in connection with such Company's breach of this Agreement or arising out of the negligence or willful misconduct by Company or such Company's employees, agents, subcontractors or representatives. Neither party shall be required pursuant to this Section to indemnify the other party for any Losses to the extent arising from the negligence or willful misconduct of the party seeking indemnity. The indemnification and other obligations stated in this Section shall survive the expiration and/or termination of this Agreement.
4. **Limitation of Liability.** Neither Republic nor its subsidiaries, affiliates or parent corporation and their respective officers, directors, lenders, employees, subcontractors and agents shall in any event be liable to Customer for any special, incidental or consequential damages arising out of the Services. The provisions contained in this Section shall survive any termination or expiration of this Agreement.
5. **Failure to Perform.** Neither party shall be liable for its failure to perform due to circumstances that are both not its fault and beyond its reasonable control, including, without limitation, strikes or other labor disputes, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, or acts of God affecting either party. If any of the circumstances provided for in the preceding sentence occur, including, without limitation, whether any federal, state or local court or governmental authority takes any action that would (a) close or restrict operations; (b) limit the quantity or prohibit the transportation, handling, disposal and/or other activities involving Universal Waste; or (c) limit the ability of or prohibit Customer from delivering Universal Waste, Company shall have the right to reduce, suspend or terminate Customer's services immediately, without prior notice; provided, however, that Customer's payment and indemnification obligations shall survive such reduction, suspension or termination. Neither Party is required to settle any labor dispute against its own best judgment.
6. **Assignment.** Customer may not assign, transfer or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company, which Company may withhold in its sole discretion. Company may freely assign this Agreement and assign or subcontract any of its rights or obligations hereunder, to any other company, entity or person, in its sole discretion.
7. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the internal laws of the State where Company is located, without giving effect to any choice of conflict of law provision or rule (whether of the State where Company is located or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State where Company is located. No waiver of a breach of any of the obligations contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same obligation or of any other obligation of this Agreement. No modification, release, discharge or waiver of any provision or obligation of this Agreement shall be of any force or effect unless in writing and signed by all parties to this Agreement. If any term, phrase, obligation or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such term, phrase, obligation or provision. This Agreement constitutes the entire understanding between the parties with respect to the subject matter