

## **SINGLE RESIDENTIAL WASTE HAULER CONTRACT**

This Contract shall be effective as of the date of the last signature ("Effective Date") and is between the Charter Township of Waterford, whose address is 5200 Civic Center Drive, Waterford, MI 48329-3773, ("Township"), and GFL Environmental USA, Inc., whose Resident Agent and registered office address is Corporate Creations Network, Inc. 28175 Haggerty Road, Novi, MI 48377, and local address is 26999 Central Park Blvd, Suite 200, Southfield, MI 48076-4145, ("Contractor").

Project. This Contract is for a Project described as Single Residential Waste Hauler.

Contract Documents. The following are "Contract Documents" which are considered part of this Contract to the extent applicable and not in conflict with the following terms and conditions and attached and marked as follows:

- A. Divisions 1, 1A, and 2 of Article III in Chapter 9 of the Waterford Charter Township Code ("Code"), as amended by Township Ordinance No. 2019-006.
- B. Division 11 of Article III in Chapter 10 of the Waterford Charter Township Code ("Code"), as added by Township Ordinance No. 2019-007.
- C. Contract Conditions.
- D. Project Specifications with Attachments 1, 2, 3, 4, and 5.
- E. Contract Prices Schedule.
- F. Insurance Requirements.
- G. Performance Bond form

Definitions. Words and phrases used in this Contract shall have the same meanings as defined in Contract Documents A, B, and C.

Work. For and in consideration of the right as the Township's designated residential waste hauler to service the residential premises sites of generation in the Township that are not excluded under Section 9-062 of the Code or the Project Specification and to receive payment for those services from the owners and occupants of those properties as provided under the Payment Section of this Contract, Contractor shall perform the work described in the Project Specifications and other Contract Documents in a competent, efficient, timely, good and workmanlike manner, subject to and in strict compliance with the terms and conditions of this Contract and those Contract Documents, including the Ordinances that are Contract Documents A and B.

Required Solid Waste, Bulk Item, Yard Waste, and Christmas Tree Services. Commencing March 30, 2020, through the end of the Contract Term, Contractor shall collect, transport, and dispose of Solid Waste, Bulk Items, Yard Waste, and Christmas Trees as provided in Sections

19a, b, c, and d of the Project Specifications (Contract Document D) from all non-excluded residential sites of generation.

Optional Site Separated Recyclable Materials Services. Commencing March 30, 2020, through the end of the Contract Term, Contractor shall collect, transport, and dispose of Site Separated Recyclable Materials as provided in Section 19e of the Project Specifications (Contract Document D) from all non-excluded residential sites of generation that select and separately pay for this optional service.

Possible Change in Required Services. By written notice to Contractor authorized by the Township Board of Trustees and given at least 90 days before the commencement date of Contract Year 2, 3, 4, or 5, the Township may change the services Contractor is required for the remaining full Contract Years of the Contract Term to include Site Separated Recyclable Materials.

Contract Term and Extensions. This Contract shall be for a term that commences with its Effective Date and expires March 16, 2025, to provide for Contractor to perform the Work for five (5) one year periods of 52 weeks that commence on the Monday Beginning Dates in Contract Document E, the first of which commences March 30, 2020. This Contract may be extended by written agreement of the Township and Contractor on the same or different terms for one or more additional terms of up to five (5) years each. If either party does not desire to extend this Contract, it shall provide written notice to the other party at least one (1) year before the expiration of the then current term. If Contractor proposes to extend this Contract, it shall provide written notice to the Township at least one (1) year before expiration of the then current term of that proposal, of any proposed Contract changes, and of Contractor's proposed prices. If allowed and supported by the law at the time and designated in Contractor's notice, the Township agrees the proposal and proposed prices in such a notice will be considered by the Township as exempt from public disclosure as a proposal to enter into a contract and voluntarily provided commercial or financial information for use in developing governmental policy.

Contract Prices and Payment. The Contractor shall be responsible for billing and entitled to payment from the owners and occupants of residential premises sites of generation for collection, transportation, and disposal services provided to those properties at the rates in the Contract Prices Schedule that is Contract Document E. Contractor's invoicing to customers shall be in compliance with Section 9-066 of the Code. Provided the requirements and procedure in Section 9-067 of the Code are satisfied and followed by Contractor, the Township agrees to place delinquent invoices and late payment penalties on the Township tax roll for collection, and upon receiving payment of those amounts, to forward them to Contractor less any deductions under the Contract Document C Contract Conditions.

Insurance. Contractor shall have no right to or expectation of coverage under any insurance policies of the Township. This Contract is conditioned on the Insurance Requirements in Contract Document F being satisfied and confirmed by Certificate(s) of Insurance delivered to the Township, with said coverages to be maintained for the life of this Contract and the Township entitled to prior written notice of cancellation, changes or non-renewal. All Liability Insurance shall name the Additional Insureds as specified in Contract Document F. Contractor

shall provide the Township with a copy of each insurance policy within seven (7) days of a written request.

Performance Bond. This Contract is conditioned on Contractor furnishing and maintaining at its cost, a Performance Bond in the amount of \$500,000.00 in the form of Contract Document G, or other form approved in writing by the Township.

Time of Work. The actual collection, transportation, and disposal services under this Contract shall commence on March 30, 2020 ("Start Date"), with Contractor to immediately commence and complete all planning, acquisitions, hiring, and preliminary actions necessary to do so. All work under this Contract shall be performed in a timely manner and in compliance with the allowed hours of operation in Contract Documents A and B and any requirements in the Contract Document D Project Specifications. These requirements are of the essence of this Contract and failure to meet them shall permit Township to exercise its rights and remedies for default as provided in this Contract.

Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to indemnify, defend, pay on behalf of, and hold harmless the Township, its employees, agents and others working on the Township's behalf against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Township by reason of personal injury and/or property damage which arise out of or are in any way connected or associated with this Contract, including failing to comply with its terms and conditions or applicable laws that are attributable to actions or omissions of Contractor or its agents or subcontractors, including claims under the worker's compensation laws of the State of Michigan.

Contractor Customer Service System. Contractor shall establish and maintain the customer service system described in the Contract Document D Project Specification 17 and provide the necessary equipment and staffing to comply with the requirements of that system at all times.

Customer Complaints. All complaints made by residents regarding services under this Contract shall be received, investigated, and resolved by Contractor on a daily basis. Contractor shall create and maintain a written record of complaints with the address and descriptions and dates of the complaint and resolution that shall be provided to the Township upon request.

Township Inspections, Notices and Remedies for Defects and Defaults. During the performance of the work by Contractor, Township shall have the right to inspect the work and its progress to assure that it complies with this Contract. If such inspections reveal a defect in the work performed or other default in this Contract, Township shall provide Contractor with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Contractor shall correct the defects or defaults within the time specified. Upon Contractor's failure to do so, the Township may exercise one or more of its rights as provided in the Contract Document C Contract Conditions, which include terminating this Contract by written notice and finishing the work at Contractor's cost, or preserve the claims of defects or defaults without termination by written notice to Contractor.

Resolution of Disputes. Disputes between the Township and Contractor shall be resolved under the process provided in Contract Conditions Contract Document C.

Disposal Requirements. Contractor shall be responsible for, and become the owner of, collected materials upon loading into the Contractor's collection vehicles. Title to and liability for any hazardous, liquid, or medical waste as defined in Section 9-053 of the Code, or toxic, poisonous, or highly combustible materials as described in Section 9-071 of the Code shall remain with the generator or depositor of such waste and shall at no time pass to Contractor. The Contractor shall perform all work and lawfully dispose of all solid waste, recyclable materials, yard waste, and any other materials collected during the work in compliance with all provisions of applicable federal, state, county and Township environmental laws as detailed in the Contract Document D Project Specification 7. By written request at any time, the Township may require Contractor to provide written documentation of lawful disposal and that all disposal costs have been paid.

Independent Contractor. Contractor is and shall perform under this Contract as an Independent Contractor with complete control over and responsibility for payment of all wages, taxes, benefits, and compensation for its employees, agents, subcontractors and operations. No employee, agent or representative of Contractor shall represent, act or be considered as an agent, representative or employee of the Township and nothing in this Contract shall create any contractual relationship between the Township and any subcontractor of the Contractor.

Non-Discrimination. Contractor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, disability, or other classification that is protected from discrimination by law.

Compliance with and Governing Laws. This Contract and all of Contractor's work shall be subject to and in compliance with all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because Township is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract. This Contract shall be governed by the laws of the State of Michigan.

Assignments. Contractor shall not assign the performance of this Contract or any part thereof without the written consent of the Township, which shall not be withheld for reasons unrelated to the proposed assignee's ability to perform in compliance with all provisions of this Contract. Contractor shall provide the Township with at least 30 days prior written notice of an intended assignment. Township consent is not required if the parent of Contractor is merged with and into another entity or if Contractor assigns this Contract to an Affiliate of Contractor. "Affiliate of Contractor means an entity that directly controls, is controlled by, or is under common control with Contractor.

Subcontracts. Contractor shall not subcontract any portion of the work to a subcontractor that was not identified in Contractor's Bid submittal and approved by the Township, or separately approved in writing by the Township, which approval shall not be withheld for reasons unrelated to the proposed subcontractor's ability to perform in compliance with all provisions of

this Contract. Contractor shall be fully and directly responsible to the Township for all acts and omissions of its Subcontractors and of any other person or organization employed directly or indirectly by the Contractor or its Subcontractors.

Successors Bound by Contract. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal, registered mail, or overnight delivery to the attention of the following persons:

Township: Supervisor and Clerk

Contractor: Lou Berardicurti, Regional Vice-President, and Don Barretta, Operations

Changes and Waivers. Any changes in the provisions of this Contract must be in writing and signed by the Township and Contractor. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

Witnesses and Dates of Signatures

CHARTER TOWNSHIP OF WATERFORD

\_\_\_\_\_

\_\_\_\_\_  
By: Gary D. Wall, Supervisor

Date: 10-21-19

CONTRACTOR  
GFL ENVIRONMENTAL USA, INC.

\_\_\_\_\_

\_\_\_\_\_  
By: Lou Berardicurti  
Its: Authorized Regional Vice-President

Date: 10/17/19

## **SINGLE RESIDENTIAL WASTE HAULER CONTRACT DOCUMENT A**

As amended by Charter Township of Waterford Ordinance No. 2019-006, adopted August 26, 2019, Divisions 1, 1A, and 2 of Article III, Waste Materials Control, in Chapter 9, Health and Sanitation, of the Waterford Charter Township Code read as follows.

### **ARTICLE III WASTE MATERIALS CONTROL**

#### **Division 1. Generally**

##### **Sec. 9-051. Title.**

This article shall be known and cited as the "Waste Materials Control Ordinance," and it shall be deemed sufficient in any action for enforcement of the provisions hereof to define the same by such title and reference to the number hereof.

##### **Sec. 9-052. Purpose.**

The intent and purpose of this article is declared as follows:

(a) To establish ordinance provisions that supplement the Waterford Code of Ordinances, Existing Structure Code through specific requirements intended to prevent the storage or accumulation of waste materials, upon any private or public property or water resources within the Township, that are a cause of blight and deterioration in neighborhoods and in the spread of vermin and disease, and, therefore, is contrary to the public peace, health, safety and general welfare of the community.

(b) To provide for methods of enforcement and penalties for the violations of such provisions.

##### **Sec. 9-053. Definitions.**

In addition to those rules of construction and definitions contained in Section 1-002, the following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Act.** Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, Public Act No. 451 of 1994, MCL 324.11501 et seq., as amended.

**Bulk item.** Large pieces of furniture, bed springs, mattresses, bed frames, large appliances, washers, dryers, air conditioners, microwave ovens, humidifiers, de-humidifiers, furnaces, stoves, refrigerators, freezers, water heaters and softeners, water closets, toilets, bathtubs, sinks, carpet and pad, doors, windows, shelving, siding, lawn and yard furniture and equipment, exercise and playground equipment, grills, bicycles, tool and file cabinets, small quantities of building debris resulting from repair or remodeling personally done by the occupant of the residential premises and tied or bundled in lengths of not more than five (5) feet, fence parts or sections no larger than three (3) feet by four (4) feet, railroad ties and fence posts no larger than four (4) inches in diameter and eight (8) feet long, and other similar large household items.

**County waste management plan.** The Oakland County Solid Waste Management Plan and any amendments thereto.

**Curbside.** A location as near as possible to and within six (6') feet of the main-traveled portion of the roadway for the placement of residential solid waste, recyclable materials, or yard waste for collection.

**Designated waste hauler.** A licensed waste hauler awarded a contract by the township to collect, transport, and dispose of the residential solid waste, recyclable materials, and yard waste generated from residential premises in the township as provided in Division 1A.

**Hazardous waste.** As defined by the Natural Resources and Environmental Protection Act, Part 111 of Public Act No. 451 of 1994, MCL 324.11103(3) et seq., as amended.

**Licensed waste hauler.** A waste hauler that has applied for and been issued a waste hauler license as provided in Division 11 of Article III in Chapter 10 of this Code.

**Litter.** Any accumulation of waste materials in the open areas of a zoning lot.

**Litter Receptacle.** A container designed and used for the deposit of garbage and trash items by pedestrians.

**Private Property.** The exterior locations of zoning lots owned by persons, including but not limited to: yards, grounds, driveways, parking areas, and areas not contained within a building.

**Public Property.** The exterior locations of publicly-owned land, including but not limited to: public rights-of-way, catch basins, and public parking lots.

**Recycling Bin.** A container used to temporarily store generally accepted recyclable paper, glass, plastic, and metal waste materials generated by the daily uses on a zoning lot until a waste hauler removes the recyclable waste material on its regularly scheduled rounds.

**Recyclable Materials.** Materials that are separated from solid waste prior to the collection from the site of generation, including high grade paper, glass, all metals, plastic, newspaper, corrugated paper, and other materials that may be recycled or composted. Recyclable materials shall not include hazardous waste.

**Residential premises.** A parcel or lot that contains a single-family residential dwelling or multiple-family residential dwelling unit.

**Site of generation.** Any property in or on which solid waste, recyclable material, or yard waste is generated.

**Solid waste.** All categories of waste materials as defined in this Section but excluding liquid waste, medical waste, wastewater, hazardous waste, and other materials excluded from the definition of solid waste in the Act.

**Waste Hauler.** Any person that collects or removes and transports solid waste, recyclable materials, or yard waste from a site of generation for transportation to and disposal at a different location.

**Waste Materials.** Materials that are unused, unproductive, not utilized for the purpose for which it was produced, left over, superfluous, and/or rejected as useless or worthless, and shall include these specific categories:

**Construction Waste.** Materials including but not limited to lumber, brick, drywall, pipe, wire, and hardware that are leftover scraps from a construction project.

**Debris.** Any accumulation of broken or detached matter, including but not limited to fragments of stone, brick, cement and plaster.

**Garbage.** Putrescent solid and semi-solid animal, fish, fowl, or vegetable matter resulting from the production, handling, preparation, cooking, service, or consumption of food or food materials for human consumption, spoiled food, dead animals, animal manure, and fowl manures.

**Junk.** Any reclaimable material from motor vehicles, machinery, equipment, household appliances or contrivances, or waste material which cannot be used for the purpose for which the product was originally manufactured.

**Liquid Waste.** Any waste oils, septic tank pumpings, industrial wastes and other similar materials.

**Medical Waste.** That portion of potentially-infectious biomedical waste that is generated from the operation of medical programs, offices or facilities.

**Refuse.** Any putrescent or non-putrescent solid waste, except human excreta, but including garbage, rubbish, ashes, street cleaning, dead animals, offal and solid agricultural, contaminated or processed soil, commercial, industrial, hazardous and institutional wastes and construction waste.

**Rubbish.** Means any non-putrescible solid waste materials resulting from housekeeping, mercantile enterprises, trades, manufacturing, and office, including other waste matter such as slag, stone, broken concrete, fly ash, ashes, tin cans, glass, scrap metal, rubber, paper, rags, chemicals, or any similar or related combinations thereof.

**Trash.** Any non-putrescent manufactured product, including but not limited to furniture and appliances, that is broken, unusable, and/or not utilized for the purpose for which it was produced.

**Wastewater.** Liquid waste discharged from any use source, or from associated treatment facilities, except greywater, specifically such water used in the cleaning of clothing or dishes.

**Yard Waste.** Leaves, grass clippings, lake weeds, vegetable or other garden debris, shrubbery, or brush, tree, plant and/or vegetation trimmings, not more than four (4) feet in length and three (3) inches in diameter, that can be converted to compost humus, also commonly referred to as compostable(s) and yard waste. Yard waste shall not include stumps, agricultural wastes, animal waste, roots, sewage sludge or garbage.

**Waste Material Container.** A lidded bin used to temporarily store garbage, refuse, rubbish, and trash generated by the daily uses on a zoning lot until a waste hauler removes the waste material on its regularly scheduled rounds. Waste material containers are designed and intended to eliminate the safety hazard of attracting animals to open containers and accumulations of waste materials as a food source, to reduce the health risks created by the accumulation of waste material through its decomposition and its attractiveness for harboring rodents, and to provide for the general welfare by removal of the unsightly conditions created by accumulated waste material. The terms "trash can", "rubbish can", "garbage can", and "lidded dumpster", and similar such terms shall all be considered synonymous with waste material container in the context of this Article.

**Sec. 9-054. Enforcing agencies.**

(a) The Building Official is authorized to enforce the sections of this Article involving the maintenance and condition of buildings and structures as provided in the General Provisions Buildings and Building Regulations in this Code.

(b) The Zoning Official is authorized to enforce the sections of this Article involving the exterior maintenance and condition of the exterior areas of zoning lots as provided in the General Provisions of this Code.

**Sec. 9-055. Prohibited storage, collection, transportation, and disposal.**

It shall be unlawful for any person to store, collect, transport, or dispose of waste or recyclable materials except in the manner required and authorized in this Article.

**Sec. 9-056. Waste hauler licensing.**

No person shall act or be engaged in business as a waste hauler without first obtaining all licenses required by the State of Michigan and other governmental entities, and a business license from the Township under Division 11 of Article III in Chapter 10 of this Code.

**Sec. 9-057. Waste collection vehicles and equipment.**

Solid waste, yard waste, and recyclable materials shall only be collected and transported in and with vehicles and equipment that have been licensed or registered with the Township as provided in Division 11 of Article III in Chapter 10 of this Code.

**Sec. 9-058. Rules and Regulations.**

By resolution, the township board may adopt rules and regulations for the implementation of the regulations in this Article, which may include collection schedules, approved recyclable materials and container lists, and any other matter related to the storage, collection, transportation, and disposal of solid waste, yard waste, and recyclable materials that are consistent with this Article, any Township contract with a designated residential waste hauler, and in compliance with applicable provisions of the Act.

**Secs. 9-059 -- 9-060. Reserved.**

**Division 1A. Designated Residential Waste Hauler**

**Sec. 9-061 - Authority and purpose.**

(a) The Act provides that a municipality shall ensure that all solid waste is removed from sites of generation frequently enough to protect the public health, and that it shall be disposed of at a licensed solid waste disposal area.

(b) Because the current process of solid waste, recyclable material, and yard waste collection, transportation and disposal in the township directly and negatively affects public health, safety and welfare by the operation of multiple heavy trucks by multiple waste haulers on residential

streets on different days of the week resulting in unnecessary traffic and public safety risks, wear and tear, and unsightly conditions on those streets, the township has determined that the curbside collection of those materials from residential properties shall be undertaken by the township through a contract with a single designated waste hauler.

**Sec. 9-062. - Designated waste hauler use, prohibitions, and exclusions.**

(a) Commencing on March 30, 2020, all solid waste, recyclable materials, and yard waste from every residential premises site of generation in the township shall be collected, transported, and disposed of by a waste hauler designated by the Township Board as provided in this Division and no person shall dispose of any such materials through any means or waste hauler other than a township designated residential waste hauler.

(b) As of the effective date in subsection (a) no person except a township designated waste hauler shall engage in the business of collection, transporting, delivery, or disposal of solid waste, recyclable materials, or yard waste for a residential premises site of generation.

(c) The following are excluded from the application of this Division:

(1) A person in the business of providing landscaping services may remove the yard waste from its residential customers' premises for disposal by the landscaper in accordance with all regulations of the Act.

(2) Multiple-family residential units that have dumpster or other type of non-curbside solid waste collection.

(3) Multiple-family commercial uses such as apartments and hotels.

(4) Residential property that is undeveloped.

(5) Services by a timely licensed waste hauler under Division 11 of Article III in Chapter 10 of this Code that were paid for prior to June 10, 2019, through the documented date the services were paid for or June 10, 2020, whichever is earlier.

(6) Residential premises sites of generation that are excluded by law or its contract with the Township from being serviced by a township designated waste hauler.

**Sec. 9-063. - Selection of designated waste hauler.**

The award of a contract to a designated waste hauler shall be in the sole discretion of the township board and be made at a regular or special meeting of the township board.

**Sec. 9-064. - Designated waste hauler services and requirements.**

The contract awarded by the township to a designated waste hauler shall provide for the following:

(a) Compliance with the regulations in Division 2.

- (b) Compliance with all requirements, terms, and conditions of the waste hauler's license, including the licensing or registration and proper maintenance of vehicles and equipment used.
- (c) For collected materials to be transported and delivered to licensed disposal facilities under the Act and for the payment of all disposal fees charged by the facilities.
- (d) Compliance with all applicable federal, state and county laws, statutes, ordinances, rules and regulations and the County waste management plan in the collection, transportation, and delivery of solid waste, recyclable materials and yard waste.
- (e) Weekly curbside collection on designated days of solid waste, recyclable materials, and yard waste from residential premises for transport and disposal at a licensed disposal site.
- (f) Separate collection, transportation, and disposal of recyclable materials that have been separated at the site of generation prior to placement for collection.
- (g) Collection of some or all types of bulk items as defined in Section 9-053 on terms and conditions to be established.
- (h) For the designated waste hauler to be responsible for billing for services, and for the payment, collection, and enforcement of billings.
- (i) For a condominium or subdivision association to assume the responsibility to pay for the services to be provided by the designated waste hauler to the residential premises in the condominium or subdivision.

**Sec. 9-065. - Rates to be established by township.**

After awarding a contract to a designated waste hauler, the township board shall adopt a resolution that specifies the rates that shall be charged by the designated waste hauler for the services to be provided. The rates to be charged shall be based upon the awarded contract and upon adoption, the approved rate resolution shall be published in order to provide notice to the public of the rates approved. The designated solid waste hauler shall not charge a rate in excess of the rates approved by resolution of the township board.

**Sec. 9-066. - Responsibility and invoices for services and delinquencies.**

- (a) The designated solid waste hauler shall bill for services in advance by sending an invoice directly to each residential premises for which services are to be provided. The invoices shall be in accordance with the rates established by the township board under Section 9-065.
- (b) Invoices shall be in writing and transmitted to customers prior to the beginning of the billing period for which the charges are imposed and shall conspicuously note the due date for payment and any late penalty that will apply and be payable after that date.
- (c) The due date for payment shall be the last business day prior to the beginning of the billing period for which the charges are imposed. If the last business day falls on a Saturday, Sunday, or holiday, the due date shall be the next business day.

(d) If an invoice is not paid within ten (10) days after the due date, a late payment penalty in an amount approved by the township board under Section 9-065 shall accrue on the unpaid invoice amount and be payable, collectable, and enforceable as provided in this Section.

(e) If an invoice is not paid within ten (10) days after the due date, it shall be considered delinquent and the designated waste hauler shall send a written notice of delinquency and the late payment penalty to the customer. The notice of delinquency shall include written notice that if the delinquent charges and late payment penalty are not paid, they will be added to the township tax bill for the property as provided in Section 9-067, and how the notice of delinquency may be disputed with the designated waste hauler.

(f) The payment of all invoices and late payment penalties shall be a personal obligation of the owner of the residential premises for which the services are provided and shall be secured by a lien on that residential premises until paid in full.

**Sec. 9-067. - Delinquent charges inclusion on tax bills and tax roll.**

(a) The designated waste hauler shall maintain a list and written records by address and customer name of delinquent invoices, late payment penalties, and notice of delinquencies for possible placement on the township tax roll and December tax bill as provided in Section 1-014 of this Code.

(b) Prior to September 1 of each year, the designated waste hauler may submit a written request to the Township Treasurer that the township place the amount of any delinquent invoices and late payment penalties for each residential premises that have not been paid, on the tax roll and December tax bill as provided in Section 1-014 of this Code. The written request shall include an affidavit, signed by the designated waste hauler's authorized representative, that the charges on the delinquent list are accurate, shall include the due date for payment of the delinquent invoice, shall state the amount that is delinquent and any late payment penalties that have accrued, and the date notice of the delinquency was given as required under Section 9-066. The designated waste hauler shall also provide a text file in a format prescribed by the township assessor that includes the parcel identification number and address of the premises serviced, and the amounts of delinquent invoices and late payment penalties to be placed on the tax roll and December tax bill.

(c) Upon the timely submission of the designated waste hauler's request under subsection (b), at a meeting in September, the township board will review the request and by adoption of a resolution, approve the residential premises and amounts of delinquent invoice and late payment penalties to be placed on the tax roll and December tax bill for collection.

(d) The designated waste hauler's invoices and late payment penalties approved by the Township Board under subsection (c) shall be entered on the tax roll by the township assessor for the December tax bill with a six (6%) percent penalty on those amounts, for collection as any other real property tax.

(e) If a residential condominium or subdivision association has assumed responsibility to pay for the designated waste hauler's services, the provisions for collection of delinquent invoices as

set forth herein shall not apply to the residential premises within that condominium or subdivision.

**Sec. 9-068. - Violations and sanctions.**

(a) Violation of this Division is a municipal civil infraction punishable as provided in Section 1-010(b).

(b) *Nuisance and abatement.* Any disposal or collection of solid waste, recyclable materials, or yard waste from a residential premises site of generation in violation of this Division is declared to be a nuisance per se, and the township board may institute any appropriate action or proceedings in law or equity to prevent, restrain, correct, or abate any such nuisance by any court of competent jurisdiction.

**Secs. 9-069 -- 9-070. Reserved.**

**Division 2. Waste Materials Regulations.**

**Sec. 9-071. Toxic, poisonous, highly combustible, and medical waste materials.**

(a) No person shall deposit in any waste material container or recycling bin any toxic, poisonous, or highly explosive liquid, gas or solid materials, including but not limited to gasoline, kerosene, fuel oil, ammunition or explosives.

(b) No person shall deposit in any waste material container or recycling bin any battery, cell phone, computer component, or other electronic item where prohibited by federal or state law.

(c) No person shall store, deposit, throw, or place for waste material collection any medical waste except in accordance with an approved "medical waste management plan" as required of such person pursuant to the Medical Waste Regulatory Act, Public Act No. 18 of 1990 (MCL 333.13801 et seq.).

**Sec. 9-072. Littering of public lands or waters prohibited.**

No person shall knowingly cause, allow or permit the dumping, depositing, placing, throwing or leaving of litter on any public property or water resources other than within waste material containers or property lawfully designated and set aside for such purpose.

**Sec. 9-073. Duty to maintain a litter free environment on private property.**

Every person who owns, possesses, controls, supervises or occupies private property in the Township shall be responsible for maintaining such premises free of litter.

**Sec. 9-074. Duty to prevent handbills and newspapers from becoming litter.**

(a) *Duties of persons publishing and/or distributing handbills.* It shall be the duty of every person publishing and distributing commercial handbills, leaflets, flyers or any other advertising and information material to take whatever measures that may be necessary to keep such materials from littering public or private property.

(b) *Duties of persons publishing and/or distributing newspapers.* It shall be the duty of every person publishing and distributing newspapers to take whatever measures that may be necessary to keep such materials from littering public or private property, including refraining from the placing or depositing of free newspapers or advertising materials on the open areas or driveways of zoning lots.

**Sec. 9-075. Litter control at construction sites.**

At any construction site, building under construction and area adjacent thereto, construction waste and debris shall be placed within the confines of a roll-off disposal container, as defined in the Waterford Township Zoning Ordinance, and maintained so as to prevent the blowing or scattering of such waste and debris by the wind. The transfer of construction waste and debris from one construction site to another is specifically prohibited.

**Sec. 9-076. Litter receptacles, policy and use.**

It is the legislative policy to encourage all persons charged with the maintenance of zoning lots open to the general public to provide litter receptacles for the deposit of waste materials. Persons depositing waste materials in such receptacles shall do so in such a manner as to prevent littering by the careful depositing of waste materials therein. Litter receptacles shall be emptied and cleaned at intervals frequent enough so as to prevent development of a food source for animals and to prevent an overflow of items that will cause litter, or create a nuisance.

**Sec. 9-077. Duty to remove vehicle debris.**

All persons responsible for, or engaged in the removal of wrecked vehicles and debris from any public or private street roadway, shall collect and remove all glass and other injurious debris from such street roadway and associated right-of-way.

**Sec. 9-078. Storing of waste materials on private properties prior to waste hauler removal.**

(a) On residential premises, all waste material except yard waste shall be stored in rodent-proof metal or hardened plastic waste material containers. Yard waste shall not be commingled with other waste materials. Waste material containers containing waste materials other than yard waste shall be covered tightly at all times to prevent the harboring of rodents and the scattering of debris. Except as provided in the following sentence, stored waste materials shall be shielded from public view. Placement of waste material containers, yard waste, and recycling bins beyond the front building line of any principal residential building shall be restricted to the time period beginning at 6:00 p.m. the day before a scheduled collection day through 8:00 p.m. of the scheduled collection day.

- (b) On non-residential premises, all waste material stored outside of the building must be stored in waste material containers that are emptied by a licensed waste hauler at intervals frequent enough to prevent development of a food source for animals as well as prevent an overflow of items that will cause litter. The waste material containers shall be kept in rear or side yards at all times, unless another location has been approved in accordance with the Waterford Township Zoning Ordinance. Waste material containers containing waste materials shall be covered tightly at all times to prevent the harboring of rodents and the scattering of debris.
- (c) The separation of recyclable materials from solid waste at the site of generation is encouraged but not required. Recyclable materials that are separated from solid waste for collection shall be stored in the following manner:
  - (1) Metal, glass or plastic materials shall be rinsed and cleaned before storage.
  - (2) Recyclables shall be site-separated from other waste and stored in a recycling collection container.
  - (3) Newspapers or other recyclable paper products shall be stored and placed in recycling collection containers, paper bags, or tied into bundles weighing not more than fifty (50) pounds.

**Sec. 9-079. Responsibility for timely waste materials and recyclable materials removal.**

Every person who owns, possesses, controls, supervises or occupies private property in the Township shall be responsible for ensuring that all solid waste, yard waste, and recyclable materials from such private property, including from within buildings and structures, are stored in accordance with Section 9-078 and placed for collection and disposal as provided in this Article.

**Sec. 9-080. Removal by the Township.**

At any private property where the failure to comply with the requirements of Section 9-079 results in the outdoor storage of solid waste or recyclable materials for more than one (1) week, after seven (7) days written notice by the Township to the owner and any known occupant or lessee of the property, to place the materials at curbside or other designated location for collection, upon a failure to do so the Zoning Official is hereby authorized and empowered to engage the services of a waste hauler to remove and dispose of the solid waste and recyclable materials from the exterior of the premises in order to eliminate the hazard to public health, safety, and welfare. The Zoning Official is further authorized to add to the Township's removal and disposal costs, a ten percent administrative charge to cover the expense of administering the removal and disposal. Such notification to the owner, occupant, or lessee shall further inform the owner that any such removal, disposal, and administrative costs shall be the responsibility of the owner and the Township shall place a lien against the land for such expense to be enforced in the manner provided for enforcement of tax liens under the general property tax law.

**Sec. 9-081. - Burning of waste materials prohibited.**

Unless allowed and permitted under the Fire Prevention Code Ordinance in Chapter 7 of this Code for wood yard waste, the outdoor and indoor burning of any kind of waste or recyclable materials is prohibited.

**Sec. 9-082. - Hazardous waste.**

No person shall knowingly place hazardous waste at the curbside or other designated location for collection and a waste hauler shall not knowingly collect or deliver hazardous waste to a processing or disposal site. In view of this prohibition, the township shall provide a program for legal household hazardous waste recycling, recovery, and disposal for residents.

**Sec. 9-083. - Yard waste.**

(a) Yard waste in the form of twigs, brush and branches shall not exceed three (3) inches in diameter and when placed at curbside for collection shall be placed in paper yard waste bags, containers clearly identifiable as containing yard waste, or tied in bundles not more than four (4) feet in length and eighteen (18) inches in diameter. All other yard waste shall be placed in containers clearly identifiable as containing yard waste or paper yard waste bags.

(b) Yard waste may only be placed or left at curbside for collection from April 1 through December 1 of each calendar year, or such later date in December as provided in a Township contract with a designated residential waste hauler or as allowed by the Act or county waste management plan and approved by Township Board resolution and the Township's designated residential waste hauler. Any yard waste at a site of generation after the December cutoff date shall be stored in an area shielded from public view as required in Section 9-078(a) and placed at curbside for collection by April 10 of the following year.

(c) Except during the period from the December cutoff date in subsection (b) through April 10 of the following year, yard waste shall not be stored on the site of generation for more than 30 days.

(d) The storage of yard waste shall only be on the site of generation and be in compliance with the Act, MCL 324.11521(2), as amended.

**Sec. 9-084. Curbside placement and presumption.**

Solid waste, yard waste, and recyclable materials shall be placed at curbside on the scheduled collection day by 7:00 a.m., and it shall be presumed that the owner, lessee, or occupant in physical possession of a site of generation abutting a curbside where waste or recyclable materials are placed is the person who placed such materials curbside for collection

**Sec. 9-085. Prohibited placement of waste and recyclable materials.**

Waste materials from a site of generation shall not be placed on another premises for disposal.

**Sec. 9-086. - Prohibited collection of solid waste, yard waste, and recyclable materials.**

Solid waste, yard waste, and recyclable materials placed at curbside or other designated location for collection shall become the property of the licensed and authorized waste hauler at the time the material is collected.

**Sec. 9-087. Waste materials disposal.**

Solid waste, yard waste, and recyclable materials shall only be disposed of at a location licensed by the State of Michigan to accept the type of materials being disposed of.

**Sec. 9-088. - Violations and sanctions.**

(a) Violation of this Division is a municipal civil infraction punishable as provided in Section 1-010(b).

(b) *Nuisance and abatement.* Any disposal or collection of solid waste, recyclable materials, or yard waste from a residential premises site of generation in violation of this Division is declared to be a nuisance per se, and the township board may institute any appropriate action or proceedings in law or equity to prevent, restrain, correct, or abate any such nuisance by any court of competent jurisdiction.

**Secs. 9-089 -- 9-100. Reserved.**

**SINGLE RESIDENTIAL WASTE HAULER CONTRACT DOCUMENT B**  
**WASTE HAULER LICENSING ORDINANCE**

As adopted September 9, 2019, by Charter Township of Waterford Ordinance No. 2019-007, the Waterford Charter Township Code was amended to add Sections 10-271 through 10-284 in a new Division 11, Waste Hauler Licensing, in Article III, Business Licensing, of Chapter 10, Business Regulations, Licensing and Registration, to read as follows:

**Division 11. Waste Hauler Licensing**

**Sec. 10-271. Short title.**

This Division shall be known and cited as the "Waste Hauler Licensing Ordinance."

**Sec. 10-272. Purpose and necessity.**

The township board finds that the business of solid waste, recyclable materials, and yard waste collection, transportation, and disposal affects the public health and general welfare of the township and requires regulation by this ordinance establishing the requirements, terms, and conditions of a business license that must be applied for, obtained, and complied with by persons that collect or remove and transport solid waste, recyclable materials, or yard waste from a site of generation for transportation to and disposal at a different location.

**Sec. 10-273. Definitions.**

In addition to those rules of construction and definitions contained in Sections 1-002 and 10-053, the following words, terms, and phrases shall have the meanings indicated when used in this Division.

**Act.** Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, Public Act No. 451 of 1994, MCL 324.11501 et seq., as amended.

**County waste management plan.** The Oakland County Solid Waste Management Plan and any amendments thereto.

**Designated waste hauler.** A licensed waste hauler awarded a contract by the township to collect, transport, and dispose of the residential solid waste, recyclable materials, and yard waste generated from residential premises in the township as provided in Division 1A of Article III in Chapter 9 of this Code.

**Existing waste hauler.** A waste hauler servicing a site of generation in the township on the effective date of the Ordinance that added this Division

**Recyclable Materials.** Materials that are separated from solid waste prior to the collection from the site of generation, including high grade paper, glass, all metals, plastic, newspaper, corrugated paper, and other materials that may be recycled or composted. Recyclable materials shall not include hazardous waste.

**Residential premises.** A parcel or lot that contains a single-family residential dwelling or multiple-family residential dwelling unit.

**Site of generation.** Any property in or on which solid waste, recyclable material, or yard waste is generated.

**Solid waste.** All categories of waste materials as defined in Section 9-053 of this Code but excluding liquid waste, medical waste, wastewater, hazardous waste, and other materials excluded from the definition of solid waste in the Act.

**Waste Hauler.** Any person that as a principal business, collects or removes and transports solid waste, recyclable materials, or yard waste from a site of generation in the township for transportation to and disposal at a different location. A landscaping service that removes and disposes of yard waste as part of the landscape services provided to a customer is not a waste hauler.

**Yard Waste.** Leaves, grass clippings, lake weeds, vegetable or other garden debris, shrubbery, or brush, tree, plant and/or vegetation trimmings, less than four (4) feet in length and three (3) inches in diameter, that can be converted to compost humus, also commonly referred to as compostable(s) and yard waste. Yard waste shall not include stumps, agricultural wastes, animal waste, roots, sewage sludge or garbage.

**Sec. 10-274. Waste hauler licensing required.**

After March 30, 2020, no person shall act or be engaged in business as a waste hauler in the township without applying for, obtaining, and thereafter complying with a waste hauler license from the Township within the time and in the manner required in this Division.

**Sec. 10-275. Existing waste haulers.**

(a) Existing waste haulers shall have until February 14, 2020, to submit a complete application for a waste hauler license to the Township Clerk.

(b) Waste hauler license applications received by the Township Clerk after February 14, 2020, shall be presumed and treated by the Township for all purposes, including the designated residential waste hauler provisions in Division 1A of Chapter 9 of this Code, as not being by an existing waste hauler.

(c) Existing waste haulers that submit a complete and timely license application may continue to service sites of generation in the township until the license is issued or denied.

**Sec. 10-276. License application requirements.**

In addition to the information and fees required by Sections 10-071 and 10-072, an application for a waste hauler license shall include the following:

(a) A description of the waste hauler services provided by reference to the types of properties (single or multi-family residential, commercial, industrial, or other use), the method of collection (curbside pickup, dumpsters, or other), and the frequency of service for each type of property and method of collection.

(b) A list of the vehicles and other equipment to be used in providing the waste hauler services, that for each vehicle and piece of equipment, includes the following information:

- (1) Description of the size, weight, and purpose or use.
  - (2) Year, make, model, and for vehicles required to be licensed, the license plate number and month of expiration, and proof of insurance.
  - (3) A copy of the most recent governmental inspection certificate or report.
- (c) A list of the sites of generation for which waste hauler services are being provided, that for each site includes the following information:
- (1) The address and customer name.
  - (2) The type of property (single or multi-family residential, commercial, industrial, or other use.)
  - (3) The method of collection (curbside, dumpster, or other.)
  - (4) The frequency and scheduled day of collection or service.
  - (5) If the services being provided have been paid for in advance, the date through which services have been paid for and the date of the last payment.
- (d) A schedule of fees and charges made to customers for waste hauler services.
- (e) Proof of commercial general liability insurance.
- (f) An acknowledgement and agreement to comply with the Designated Residential Waste Hauler provisions in Division 1A of Chapter 9 of this Code.

**Sec. 10-277. License application review, decision, issuance, and conditions.**

- (a) The review and decision on a waste hauler license application shall be as provided in Division 2 of Article III of this Chapter, with a license applicant's failure or refusal to provide everything required in Section 10-276 an additional ground for the Township Clerk to deny the application.
- (b) A license approved by the Township Clerk shall not be issued until:
  - (1) Current U.S. or Michigan Department of Transportation (DOT) inspection certificates or reports, that each vehicle or piece of equipment to be used in the township meets all DOT safety and equipment standards are provided.
  - (2) Any bond as required in Section 10-279 has been provided.
  - (3) The hazardous waste fees required by Section 10-280, if any, have been paid.
- (c) Compliance with the Waste Materials Control provisions in Article III of Chapter 9 of this Code, specifically including the General regulations in Division 1, the Designated Residential Waste Hauler provisions in Division 1A, and the Waste Materials Regulations in Division 2, shall be a condition of every issued waste hauler license.

**Sec. 10-278. Township inspection of vehicles and equipment.**

The Township's right to inspect vehicles and equipment used in the Township for compliance with all Motor Vehicle Code and DOT safety and equipment standards shall be a condition of every issued waste hauler license.

**Sec. 10-279. Bond.**

In connection with renewal of a waste hauler license, the township may require that a performance

bond be posted with the township if in the prior license year, the licensed waste hauler has violated one or more terms and conditions of its license. If required, the bond shall be in an amount and form established in accordance with a resolution of the township board and shall be subject to full or partial forfeiture to the township for violation of the provisions of this Division, Article III in Chapter 9, or the license. The township may use a forfeited bond to respond to such violations and/or retain it as a penalty.

**Sec. 10-280. Hazardous waste fees.**

In addition to any other fees required in this Division, prior to issuance or renewal of a license, the licensee shall pay a hazardous waste fee in an amount established by resolution of the township board, which is to be used by the township to provide household hazardous waste collection days, with the amount to be paid by each licensee to be in proportion to the number of residential customers they are serving when compared to the total number of residential customers being served in the township by all licensees.

**Sec. 10-281. License term and renewals.**

- (a) Except as provided in subsection (b), waste hauler licenses shall be issued for a term that expires on December 31st of the year of issuance, with all terms thereafter to be one (1) year periods that commence on January 1st and end on December 31st.
- (b) Except for a designated waste hauler and a waste hauler allowed to continue collections under Section 9-062(c)(5) of this Code, for residential premises sites of generation, waste hauler licenses shall expire on the effective date in Section 9-062 of this Code.
- (c) Waste hauler licenses shall not be renewed without a renewal application and fees being submitted to the Township Clerk by December 15th, with the submission, review, and decision on the application to be as provided in Section 10-076 and the submission to include updated proofs of insurance and any changes in application information under Section 10-276.
- (d) Vehicle and equipment inspection as provided in Section 10-278 shall be required for each waste hauler license renewal.
- (e) There is no right to renewal of a waste hauler license. On or before November 30th of each license year, the township board may approve notifying a waste hauler of the township's intention to not renew the license for specified reasons. Such reasons and notice shall be provided in writing to the waste hauler at least seven (7) days before a hearing before the township board on a date and time specified in the notice at which the waste hauler shall have the opportunity to be heard before any final township board decision on whether the license may be renewed.

**Sec. 10-282. License terms and conditions.**

In addition to compliance with the Waste Materials Control provisions in Article III of Chapter 9 of this Code, specifically including the General regulations in Division 1, the Designated Residential Waste Hauler provisions in Division 1A, and the Waste Materials Regulations in Division 2, the following shall be terms, conditions, and requirements of every waste hauler license:

- (a) Vehicles used by the waste hauler in the Township shall not be operated by a driver:
  - (1) Who does not have in their possession a current, valid and unrestricted Michigan driver license with all required endorsements.
  - (2) Who: (i) is under the influence of liquor or controlled substances; (ii) has an unlawful blood alcohol content; or (iii) is visibly impaired due to consumption of liquor or controlled substances.
- (b) Waste hauler service shall be offered without discrimination as to price, service, or territory or properties served, and no licensee shall make any agreement with another licensee that is intended to or may avoid compliance with or circumvent the Designated Residential Waste Hauler provisions in Division 1A of Article III in Chapter 9 of this Code.
- (c) Collections, transportation, and disposal of solid waste, yard waste and recyclable materials shall be without spillage. Any spilled materials or containers deposited upon any street, sidewalk, public right-of-way, or private property in the course of collection or transportation within the township shall be promptly cleaned up and removed.
- (d) Collections by a designated waste hauler as defined in Section 9-053 of this Code shall only be scheduled Monday through Friday and shall not be scheduled on January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and December 25th.
- (e) Waste collection vehicles shall not be operated on township streets on Sundays, January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and December 25th, or before 7:00 a.m. and after 7:00 p.m. on other days.
- (f) All collections, transportation, and disposal of solid waste, recyclable materials, and yard waste shall be in compliance with the Act and county waste management plan.
- (g) Vehicles shall be operated and maintained in compliance with the Michigan Vehicle Code, the Traffic and Motor Vehicle regulations in Chapter 16 of this Code, and all other governmental laws.
- (h) During the time they are performing collection, transportation, or disposal services, waste hauler personnel shall comply with the Offenses regulations in Chapter 11 of this Code, and all other State or Federal laws.

**Sec. 10-283. License revocation.**

Any license issued under this Division may be revoked by the township board under the procedure in Division 3 of this Article.

**Sec. 10-284. - Violations and sanctions.**

Violations of this Division or the terms and conditions of a license are municipal civil infractions punishable as provided in Section 1-010(b).

**SINGLE RESIDENTIAL WASTE HAULER CONTRACT DOCUMENT C**  
**CONTRACT CONDITIONS**

These Contract Conditions are part of the Single Residential Waste Hauler Contract between the Charter Township of Waterford (“Township”) and Contractor identified in that Contract these Conditions are attached to, and shall apply to the extent not in conflict with provisions of the Contract or Project Specifications.

**1. Post Contract Award Conferences.**

Contractor shall attend any post Contract award conference required by the Township.

**2. Contractor Supervisor and Manager Names and Phone Numbers.**

The Contractor shall promptly provide the Township with the names, titles, and phone numbers for Contractor's personnel responsible for supervision and management of the services provided under the Contract, and any updates to that information.

**3. Progress Meetings, Schedules, and Reports.**

During the course of the work, if necessary, progress meetings may be scheduled by the Township with the Contractor to coordinate, plan, and inform the Township of the Contractor’s implementation activities and coordinate the implementation of the Contract.

**4. Contractor and Subcontractor Records.**

At no charge, the Contractor and each of its sub-Contractors shall submit to the Township such schedules, reports, estimates, books, records, data, and other documents as the Township may request concerning work performed or to be performed under this Contract for inspection and/or copying.

**5. Royalties, Patents, and Trade or Service Marks.**

The Contractor shall pay for all royalties and patents applicable to services under the Contract and shall defend all suits and claims for infringement of any patent or trade or service mark and shall hold the Township harmless from loss of account thereof.

**6. Non-Liability of Township's Representatives & Officials.**

No official or employee of the Township, or any authorized assistant or agent of any of them, shall be personally responsible for any liability arising under this Contract. The Township shall not be responsible for means, methods, techniques, sequences and procedures, time of performance or for safety precautions and programs in connection with the work. The Township shall not be responsible for the Contractor’s failure to carry out the work in accordance with the Contract. The Township shall not be responsible for acts or omissions of the Contractor, any Sub-Contractors, or any of their agents or employees, or any other persons performing any of the work.

**7. Safety and Protection.**

The Contractor shall take all responsibility for the work and shall continuously maintain adequate protections of same and from damage of all public property and private abutting property, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities thereon, from injury or loss arising in connection with the Contract.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body or agency having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall implement all necessary safeguards for such safety and protection at its sole cost. Likewise, the Contractor and all its Sub-Contractors and suppliers shall comply with the following:

- A. The "Safety and Health Regulations for Construction" and subsequent amendments promulgated by the U.S. Department of Labor. These regulations are identified as XVII of Chapter Title 29, code of Federal Regulations (CFR), Part 1926.
- B. The Michigan Occupational Safety and Health Act, Act 154, P.A. of 1974, and Michigan Occupational Safety and Health Rules and Standards, insofar as they apply to the work to be performed under this Contract.

The Contractor shall notify Township of adjacent property and utilities when execution of the work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, its Sub-Contractors, suppliers, or anyone directly or indirectly employed by any of them, shall be restored by the Contractor to a condition similar and equal to that existing before damage or injury was done.

**8. Accidents and Reports.**

Contractor shall report all accidents involving its vehicles, equipment, or personnel of Contractor or its Subcontractors to the Township Police Department, and within 24 hours after the accident shall furnish the Township with a copy of the accident report.

**9. Inspections and Work Stoppage.**

If the Contract, Project Specifications, other Contract documents, the Township's instructions, laws, or ordinances, or any public authority requires any work, vehicle, or equipment to be specially tested or approved, the Contractor shall give the Township timely notice of its readiness for inspection.

The Township shall have the right to order the stoppage of work as necessary to (a) allow proper inspection, (b) avoid irreparable damage to persons or property, or (c) avoid subsequent contamination which could not be readily remediated to an acceptable condition. Such stoppage shall be for a period reasonably necessary for Contractor to adequately address or eliminate the reason for the stoppage.

**10. Authority of Township.**

The Township shall decide all questions which may arise as to the quality and acceptability of the services furnished, the manner of performance, and all questions which may arise as to the interpretation and requirements of the Contract.

**11. Protection and Restoration of Property.**

The Contractor shall restore at its own expense, any public or private property damaged or injured during prosecution of the work or in consequence of any act or omission on its part, or on the part of its employees or agents to a condition equal or better than that existing before such injury or damage was done. If the Contractor neglects to restore or make good such damage or injury, the Township may upon 48 hours written notice, proceed to restore or make good such damage or injury and to collect the cost thereof from Contractor by requiring payment within a specified time or deduction from any funds that are or may become due to the Contractor.

**12. Default/Termination/Remedies.**

a. Except in the case of repeated defaults, the Township's written notice of default under the Contract shall provide the Contractor with at least 24 hours to cure the defect or default. If Contractor undertakes and completes the actions to cure the default to the satisfaction of the Township within the time allowed, that default shall not be a basis for Contract termination unless it is a recurring default. In such event, the Township may terminate this Contract or resort to its other remedies without written notice and opportunity to cure.

b. After an uncured or recurring default as provided above, the Township may terminate the Contract by providing Contractor with a written notice of termination or intention to terminate containing the reasons the Township may terminate the Contract, the actions required by Contractor to avoid such termination (if applicable), and the time within which those actions must be taken or the effective date of the termination, which shall be at least ten (10) days after the providing the notice to Contractor.

c. In addition to a breach of a Contract term, condition, or requirement, the Township may terminate the Contract if Contractor is adjudged bankrupt, makes a general assignment for the benefit of his creditors, has a receiver appointed on account of insolvency or other reason, or ceases conducting business in a normal course.

d. The Township reserves the right to terminate the Contract if it decides to discontinue or suspend its involvement in solid waste, yard waste, and recyclable material collection, transportation and disposal services by providing Contractor a written notice at least three (3) months in advance of the termination date, which shall be stated in the notice.

e. Except for a termination by the Township under subsection d above, upon an early termination of the Contract the Township shall immediately have the right to contract with a different provider to perform the services that were required by the Contract for the term remaining on the Contract at the time of termination, with the Contractor liable to the Township, for the benefit of the residents who were being served under the Contract, for any increases in price by the new provider.

f. Upon the occurrence of a default that is not cured in the time and manner required by the Township, Contractor shall be liable to the Township for any damages the Township sustains by virtue of the Contractor's breach, and any reasonable costs the Township incurs enforcing or attempting to enforce this contract, including reasonable attorney fees. The Township may cause to be withheld any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the Township from the Contractor is determined by law or equity, provided the Township promptly pursues said determination. It is expressly understood that the Contractor will remain liable for the above damages and costs the Township sustains in excess of any setoffs.

g. Contractor's Performance Bond secures and may be used to secure payment of all Contractor liabilities under the Contract.

**13. Liquidated Damage Charges.**

In addition to any other available remedies for Contractor defaults, the Township may assess the following financial charges for each instance of a violation set forth below that are not corrected within 24 hours of notice of the violation by the Township to Contractor:

- |  |            |
|--|------------|
| 1. Failure to clean up spilled materials or wash down a street to eliminate objectionable odors that may be caused from the spilled refuse:                          | \$ 100.00  |
| 2. Failure to repair Contractor caused damage to customer property within 24 hours:  | \$ 250.00. |
| 3. Failure to contain and clean up oil, fuel and other leaks of liquids from vehicles:   | \$2,000.00 |
| 4. Failure to maintain vehicles and equipment in a clean and sanitary condition per workday:   | \$ 250.00  |
| 5. Failure to complete all routine pickups by 7:00 p.m. on the scheduled day or otherwise comply with the Contract hours of operation requirements and restrictions: | \$ 250.00  |
| 6. Failure to collect solid waste, recyclables, or yard waste within 24 hours after notice of complaint:   | \$ 100.00  |
| 7. Failure to maintain vehicle in safe and operable condition:   | \$ 500.00  |
| 8. Failure to deliver collected materials to designated and approved disposal/processing sites:  | \$2,000.00 |

Charges assessed under this Contract Condition shall be invoiced by Township to Contractor on a monthly basis and be paid by Contractor within ten (10) days of the date of the invoice. Upon written request by Contractor, the Township shall furnish the Contractor with the details of the incidents upon which the charges are based.

**14. Township Right to Withhold and Apply Funds Collected for Contractor.**

From any funds collected for the Contractor by the Township's placement of delinquent charges on a Township tax bill or roll, the Township may withhold and apply any amounts necessary to satisfy any unpaid Contractor financial obligations to the Township or residents entitled to payment or reimbursement by the Contractor. The Township shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds to residents who are entitled to payment and will provide Contractor with an accounting of all funds withheld from and disbursed on behalf of the Contractor.

**15. Legal Disputes.**

- a. Any disputes between the Township and the Contractor that cannot be resolved by the procedures in this Section shall be resolved by litigation in the Oakland County Circuit Court or 51<sup>st</sup> Judicial District Court.
- b. No litigation shall be filed by either party for at least 30 days after a party provides written notice to the other party of a dispute regarding specified Contract requirements or obligations and the parties have held at least two (2) face-to-face meetings to discuss and attempt to resolve the dispute without litigation or further proceedings.
- c. If the parties do not agree to a resolution of the dispute at the second face-to-face meeting, at that meeting they shall discuss and attempt to agree on having the dispute mediated to obtain a non-binding recommendation from a neutral mediator, and/or having the dispute resolved by a binding arbitration process and award.
- d. If the parties agree to mediation and/or arbitration, no litigation may be filed until those processes have been completed.

**SINGLE RESIDENTIAL WASTE HAULER CONTRACT DOCUMENT D  
PROJECT SPECIFICATIONS**

In these Specifications, "Effective Date" means the date the Single Residential Waste Hauler Contract has been fully signed, and "Start Date" means the date that actual collection, transportation, and disposal services are to commence under that Contract.

**1. Scope and Standards of Work.**

a. Except for persons and properties excluded from the Project under Section 9-062 of the Code (Contract Document A) or listed below, Contractor shall collect, transport, and dispose of solid waste (including bulk items), recyclable materials, and yard waste from residential properties in the Township with curbside collection as provided in the Contract and these specifications. Also excluded are:

(1) The two (2) mobile home/manufactured housing communities in the Township, both of which involve private roads.

b. The work requires Contractor delivery of solid waste to a state licensed landfill, delivery of site separated recyclables to a legal material recovery facility (MRF), transfer, or processing site, and delivery of yard waste to a legal composting facility, with those facilities Contractor intends to utilize listed in **Attachment 1**.

c. Contractor shall acquire at its own cost and expense all necessary labor, materials, machinery, equipment, rolling stock, fuel, tires, tools, spare parts, insurance, bonds and other equipment necessary or appropriate for performing the Contract. The work to be done by Contractor shall be accomplished in a thorough and professional manner so that the residents of the Township are provided reliable, safe, courteous and high-quality collection services at all times.

**2. Contractor Responsibility for Conditions of Work.** Contractor is responsible for making its own independent investigation into the conditions of the work, regarding the provisions of collection services and shall determine to Contractor's satisfaction the conditions to be encountered, the nature of the work and all other factors affecting the work under this Contract.

**3. Permits.** Contractor is responsible for obtaining and being responsible for any and all federal, state, county or local permits as are required to satisfy building, health and environmental statutes and rules and ordinances as may pertain to the selection, installation and/or operation of mobile or fixed equipment.

**4. Licenses.** Contractor shall obtain at its own expense any licenses required by the federal, state or local governments necessary to operate the equipment and perform the work required by this Contract. Employees and subcontractors of the Contractor shall be properly trained and have all licenses and endorsements required by federal, state and local laws in order to operate the equipment and vehicles utilized in the performance of this Contract.

**5. Employee and Personnel Standards.**

a. Employee Qualifications. All persons employed by Contractor shall be competent, skilled and qualified to perform the work to which they are assigned in a safe and efficient manner.

b. Driver Qualifications: All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Driver's License of the appropriate class, issued by the Michigan Department of Automotive Regulation.

c. Training: Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of materials under this Contract. Contractor shall train its employees in waste, recyclable materials, and yard waste collection protocol to identify and not collect hazardous waste or other prohibited wastes. Training shall include customer relations communication skills to assure quality interactions with Township residents in the performance of Contract Services.

d. Ethics: Contractor shall not, nor shall it permit its employees to, demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract.

e. Appearance and Behavior: Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous and respectful manner in and to the public. Contractor shall regularly train its employees in customer courtesy and the requirements of this Contract related to the work each employee performs and shall prohibit the use of loud or profane language. If any employee is found to have violated these behavioral rules Contractor shall take all appropriate corrective measure.

f. Field Supervisors: Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during Contractor's hours of operation to handle calls and complaints from the Township or to follow up on problems and inspect Contractor's operations.

6. **Vehicle and Equipment Standards.** Contractor shall be responsible for providing a fleet of collection vehicles and equipment of such type and in such quantity and capacity to efficiently fulfill its obligations under this Contract. Contractor shall also be responsible for the operation, maintenance, fuel, tires, insurance, bonds, traffic tickets and repair of all such vehicles and equipment in a manner sufficient to ensure that such vehicles and equipment are capable of providing all of the required services as set forth in this Contract. Contractor shall have available on collection days sufficient back-up vehicles for each type of collection vehicle used to respond to complaints and emergencies. Contractor shall be directly responsible for any moving violations associated with their equipment, issued by any jurisdiction or entity with authority to do so.

Vehicles shall be maintained to State of Michigan Department of Transportation standards, which shall be confirmed at least annually in connection with Contractor's waste hauler license under Section 10-277(b) of the Code (Contract Document B.)

a. Specifications: All vehicles used by Contractor in providing collection of materials under the Contract shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that gross vehicle weight of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the highways and roads of the Township. That gross vehicle weight limitation for each vehicle used by Contractor shall be provided to the Township in writing and Contractor shall maintain written records, which shall be provided to the Township upon request, of the dates, times, and locations

at which such vehicles are weighed and the measured weight. At any time, the Township reserves the right to require that a vehicle being used by Contractor be taken to a location designated by the Township to be weighed.

b. Vehicle Identification: Contractor's name, local telephone number and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high.

c. Equipment Inventory: In addition to the above requested information, Contractor shall furnish Township a written inventory of all vehicles used in providing service and shall update the inventory when changes are made or annually, whichever is more frequent. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type and capacity.

d. Cleaning and Maintenance: Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of materials under the Contract shall be thoroughly washed on a regular basis so as to present a clean appearance.

e. Vehicle Inspection: The Township may inspect vehicles at any time to determine compliance with these requirements.

f. Vehicle Maintenance: Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and nature of repair and shall make such records available to the Township upon request.

g. Vehicle Repair and Replacement: Contractor shall repair or replace all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repairs, which shall include the date/mileage and nature of repair. Reasonable reports shall be available to the Township upon request.

h. Back Up Vehicles and Storage: To maintain excellent service, Contractor shall have back up collection vehicles available for use when vehicles regularly used are out of service for maintenance or repair. Contractor shall arrange to store all vehicles and other equipment in safe, lawful, and secure locations(s) in accordance with applicable laws and ordinances.

i. Equipment to be Utilized: The equipment Contractor intends to use and acquire is listed in **Attachment 2**.

7. **Compliance with Environmental Laws**. Contractor, its employees, subcontractors and agents shall, during the term of this Contract, comply with all applicable federal, state, regional, county, and local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water

Act of 1977, the Toxic Substances Act of 1976, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act of 1966, as amended, the National Environmental Policy Acts of 1975, the Natural Resources and Environmental Protection Act, specifically including the Solid Waste Management Act in Part 115, and all rules, regulations and guidance documents promulgated or published thereunder, and any federal, state, regional, county or local statutes, laws, rules, regulations or ordinances relating to public health, safety or the environment.

8. **Spill Response Plan Compliance.** Contractor shall respond to any spillage of materials from its vehicles that occurs during collection or transportation as provided for in Contractor's Spill Response Plan that is **Attachment 3**.
9. **Taxes, Fees, Charges, and Surcharges.** The Contractor shall pay all Federal, State and local taxes including but not limited to property, sales, social security, and income taxes, and other governmental fees and charges, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this Contract, and shall not impose or seek to collect a fuel surcharge based on changes in fuel prices.
10. **Pass Through Cost Increases and Decreases.** For any governmental taxes (other than income and real property taxes), fees, or charges disclosed in Contractor's Bid Price and Proposal Form, with the Township's prior written approval, Contractor may pass through to customers documented direct increases in those costs attributable to services under this Contract that apply to Contractor and all other solid waste transporters and/or disposal facilities in Oakland County, Michigan resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations that are adopted or promulgated after the Effective Date of this Contract. Subject to Township written approval of the amounts, Contractor shall pass through to customers direct decreases in those costs resulting from such changes in law that apply to Contractor and all other solid waste transporters and/or disposal facilities in Oakland County, Michigan.
11. **Project Planning, Development, Preparations, Commencement, and Administration.**
  - a. Immediately after the Effective Date, Contractor shall order or otherwise secure the equipment and begin the hiring process for the personnel necessary to perform the Contract in the time and manner required.
  - b. Within 60 days after the Effective Date, Contractor shall provide for the Township's review and approval, a detailed transition plan with specific descriptions of all components of Contractor's customer service center operations and all related aspects of Contractor's education/outreach system and materials.
  - c. Within 60 days after the Effective Date, Contractor shall provide for the Township's review and approval, Contractor's proposed plan, timetable, and text for educational mailings to be made to residential premises on the services to be provided to them under the Contract, and upon the Township's approval, shall do those mailings at the times required.
  - d. At least 60 days before the Start Date, Contractor shall mail a notice to each residential premises to be served, of the service options customers may select and the Township approved rates that Contractor will charge for those options. The notice shall require a response within 30 days and explain the services Contractor will invoice for and initially provide if a customer does

not respond within the time required. Contractor shall implement changes in service options requested by Customers no later than the second week after the change request was received.

e. At least two (2) weeks before the Start Date, Contractor shall mail invoices to each residential premises to be served for the services Contractor will be providing, which shall be based on the responses or lack of responses under subsection d above.

f. At least one (1) week before the Start Date, Contractor shall provide each residential premises to be served with the solid waste and recyclable material carts for the services to be provided to that premises.

g. To attempt to provide for a smooth and orderly transition to the single residential waste hauler services provided by Contractor, for a period of 17 weeks, commencing one (1) week before the Start Date, Contractor will provide a Contractor employee or agent who shall be in the Township offices during hours those offices are open for business, and be available in person, by phone, or by email to respond to and communicate with customers and Township personnel regarding any aspect of the Contract and Contractor's services or invoices under the Contract. The Township will make an office or area and internet access available for that purpose. Contractor shall provide its employee or agent with a phone, phone number(s), computer, and any other equipment or support services needed for its employee or agent to be able to respond to and communicate with customers and Township personnel on questions, complaints, and issues in a prompt and efficient manner.

h. Within three (3) weeks of the Effective Date, the Township will provide Contractor with information in the possession of the Township regarding the number, locations, addresses, and names of owners or occupants of residential premises to be served by Contractor, and will promptly provide Contractor with any changes in that information, including for new residential premises to be served. Such information shall only be used by Contractor as necessary to performing its services and exercising its rights under the Contract and shall not be sold or otherwise disclosed to any third person or company for any purpose.

i. Except as otherwise required, the Township shall not be responsible for changes in service by Contractor to a residential premises, including temporary suspension of service, which shall be handled between Contractor and resident. Contractor is responsible for initiating service changes within 24 hours of receipt from the Township unless otherwise specified in this Contract.

j. The Township Supervisor or Supervisor's designee(s) shall be the Township's representative for purposes of communications with Contractor.

k. Contractor shall have and provide the Township with the names and contact information for competent supervisors for Contractor's services, available at all times with authority to act for Contractor.

**12. Routes, Schedules, Hours, and Holidays.**

a. Prior to the Start Date for collections, Contractor shall work with the Township to determine the number and location of residential premises to be served and develop efficient and economical routes that minimize traffic on the roads for the Township's review and approval.

- b. Contractor's routes shall specify the order in which accounts receive service on each collection day. Contractor shall adhere to the established routes and days of collection as approved by the Township. Route changes must be approved by the Township and requested at least 60 days before the proposed date of the change. Route changes shall not be unreasonably denied. Notice of route changes shall be furnished by Contractor to affected customers at least two (2) weeks in advance at no expense to the Township. Contractor shall provide complete service for all routes each day as scheduled.
- c. Collection shall be performed 52 weeks per year between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday (or Saturday during a holiday week), with no collections allowed on Sundays. Collection on Halloween shall not occur after 5:30 PM.
- d. No collection will be allowed on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, with all regular collections in a week on or after one of those holidays to occur the following day.
- e. If necessitated by a storm, disaster, or other unforeseen condition beyond Contractor's control, the Township Supervisor may grant Contractor reasonable variances from regular schedules or routes or allowed collection days. As soon as practicable after such storm, disaster, or condition, Contractor shall provide notice to the Township of the estimated time required before regular schedules and routes can be resumed.

**13. Contractor Records and Reporting.**

- a. Contractor shall keep and maintain written records on a daily, weekly, monthly, annual, and cumulative basis as necessary to demonstrate compliance with the Contract, which shall be provided to the Township as required in this Section or promptly upon the Township's written request.
- b. Contractor's records shall include data on the volume of all materials collected, transported, and disposed of in its services to the Township and the disposal, and recycling of all materials, including, but not limited to, manifests or other documentation of materials delivered to landfills, MRFs, composting, and other disposal or transfer facilities.
- c. Contractor's records shall include the number of customers receiving discounts or paying extra for each of the options approved by the Township.
- d. Contractor's records shall include service complaints received that include a description of the complaint, date, address involved, and date and manner in which the complaint was responded to.
- e. Contractor's records shall include details of accidents or incidents while performing any duties pursuant to the terms of the Contract, outages or downtime, and inspections by any regulatory agencies, with Contractor required to report any accidents resulting in personal injury or death immediately to the Township.
- f. Contractor shall promptly report to the Township the nature and reasons for unusual incidents (e.g. accidents, regulatory non-compliance notices, overweight tickets, etc.) as well as all results, findings and actions taken to resolve such incidents. Contractor shall also notify the

Township immediately of any fines or penalties levied and any actions that could have an adverse impact on Contractor or the service to the Township, or both.

g. Contractor's records shall document compliance with the invoicing requirements in Section 9-066 of the Township Ordinance Code and contain the information required for placing delinquent payments on the tax roll for collection under Section 9-067 of the Township Ordinance Code.

14. **Infrastructure Renovation and Service Disruption.** Periodically, major renovation is necessary to maintain the infrastructure of the Township. This includes such activities as replacing gas, water and sewer lines, surfacing or resurfacing streets and replacing wiring for telephone, electricity, cable, and other uses. If the Township is notified in advance of these activities, the Township will notify Contractor. However, work may be initiated without prior notification. Alternate services in a manner approved by the Township must be provided by Contractor during such a period of disruption. No additional fees shall be payable for services provided under these conditions.

15. **Care and Protection of Persons and Property.** Precaution shall be exercised by Contractor and its employees at all times for the protection of persons, public and private property, and from hazardous conditions which shall be guarded against or eliminated. The Township shall refer complaints about damage to private or public property to Contractor, who shall pay for or repair all such damage caused by its employees or subcontractors.

16. **Litter and Noise.** Contractor shall use due care to prevent materials from being spilled or scattered during the collection process. If materials of any kinds are spilled during collection/transportation, Contractor shall promptly clean-up all spilled materials. Each vehicle shall carry all necessary equipment at all times for this purpose. All collection and transport equipment operations shall be conducted as quietly as practical and shall conform to applicable federal, State, County, and Township noise level regulations, including those in Section 2-206 of the Township Zoning Ordinance.

17. **Customer Service Center and System Requirements.** To achieve excellence in customer service, Contractor shall comply with the following customer service center and system requirements:

a. Contractor shall maintain a local customer service center/office that is accessible in person, by a local or toll-free telephone number, smartphone application, email, and on Contractor's website, and provide written notice of that information to all residential premises served under the Contract. The service center/office shall be open 8:00 a.m. to 5:00 p.m., Monday through Friday and be sufficiently staffed and managed to assure that on an average call volume day, no caller is on hold for more than five (5) minutes and that voice messages left on the answering system are returned by Contractor personnel as provided in subsection (c) below. Contractor will ensure that responsible supervisory personnel with the authority to receive and respond to inquiries and complaints are in charge of the service center/office or reachable via mobile phones. The service center/office shall have an automated phone system to receive and record calls that cannot be answered live or that are received after hours.

b. Contractor's phone and other access systems shall have sufficient capability to handle inquiries for information on all collection services, the scheduled days of service, materials that can be collected or recycled, and the procedure for reporting a missed pickup.

c. Contractor's notices to customers shall conspicuously indicate that all complaints and inquiries regarding service be made directly to Contractor. If the Township receives complaints or inquiries it will direct customers to Contractor or may forward those inquiries/complaints to Contractor through the customer service system. Contractor shall record all calls including any inquiries, service requests, and complaints into the customer service system. Contractor's customer service representatives shall return customer calls as follows. For all messages left before 3:00 pm, Contractor shall attempt all "call backs" at least one time prior to 5:00 pm on the day of the call. For message left after 3:00 pm, Contractor shall attempt all "call backs" at least one time prior to noon the next business day. Contractor shall make a minimum of three attempts within 24 hours of the receipt of the call. If Contractor is unable to reach the customer on the next business day, Contractor shall send a postcard to the customer on the second business day after the call was received, indicating that Contractor has attempted to return the call. All attempts to contact the caller shall be recorded in the customer service system.

d. For complaints related to missed collections that are received by 2:00 pm on a business day, Contractor will return to the service address and collect the missed materials that day unless Contractor has photographic proof that the materials were not at curb side at the time of collection on that route. For complaints related to missed collections that are received after 2:00 pm on a business day, Contractor will have until the end of the following business day to collect the materials unless Contractor has photographic proof that the materials were not at curb side at the time of collection on that route. For any complaints received by the Township, Contractor will utilize the customer service system to provide the Township with a report on how and when the complaint was responded to.

e. Contractor acknowledges and agrees that it is in the best interest of the Township that all materials be collected on the scheduled collection day. However, if Contractor has documentation that any complaint is without merit (i.e. late set outs or improper preparation), Contractor shall utilize the customer service system to provide that documentation and notice that Contractor disputes the complaint to the Township. Disputed complaints reported in that manner shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for determining performance penalties until they have been determined to be valid by the Township.

f. The customer service center will have the capability to report, via fax, or email to the Township on the status of service complaints and missed pickups by the end of each business day. Reports will be provided to the Township every Monday for the preceding week. Within two (2) years of the Effective Date, Contractor shall create and provide the Township with access to a web-based program that allows the Township real time access without the need for a separate request, to Contractor's records that the Township has a right to request.

g. Contractor will provide the Township with an emergency phone number where Contractor's representative authorized to act on Contractor's behalf can be reached outside of the required office hours.

h. Contractor shall be responsible for changes in service for and resolving disputes with customers. At the end of each service week, Contractor shall use the customer service system to report to the Township all situations that prevented or hindered collection, all instances of and reasons for non-collection, all replacements, repairs and exchanges of containers, problems or lack of agreement with customers regarding change in service, or other service problems and the actions Contractor has taken and intends to take in those situations. The Township reserves the

right to object to what Contractor has done or intends to do and direct a different response by written notice to Contractor.

**18. Carts.** If the service specifications chosen by the Township require the use of carts for the placement of materials at curb side for collection, the following provisions shall apply:

a. Carts shall be owned by Contractor and delivered to residential premises to be served at least one (1) week before the Start Date.

b. Unless a Customer requests a different size within 30 days of Contractor's Notice required under Section 11.d of these Specifications, carts shall be 95 gallon or comparable size rolling curb cart for solid waste and 65 gallon or comparable size rolling curb cart for site separated recyclable materials.

c. Customers shall have up to three (3) months to select and have Contractor provide a different size cart than originally selected at no additional charge. After that, Contractor may charge a cart exchange fee in an amount approved by the Township.

d. Contractor shall purchase sufficient quantities of carts to allow Contractor to maintain an inventory in sufficient number for Contractor to perform deliveries, repairs, replacements, and exchanges, and shall maintain a written record of that inventory that shall be available to the Township upon request.

e. Contractor shall exercise reasonable care and diligence in handling carts and shall be responsible for visual inspection of the carts and for all costs to assemble, distribute, maintain, repair and replace carts.

f. Within 24 hours of a customer notification of a need (excluding Saturdays, Sundays, and holidays) and at no cost to the customer, Contractor shall provide replacement carts to replace those damaged, destroyed, lost or stolen.

g. Contractor shall provide customers with additional curbside carts upon payment of the additional cart rate approved by the Township.

**19. Basic Service Specifications.** Contractor shall maintain a high level of solid waste, recyclable materials, and yard waste collection services. Solid waste and site separated recyclable materials shall be collected from carts provided and owned by Contractor. On a weekly basis and on the same day, Contractor shall collect, transport, and dispose of all solid waste, recyclable materials, and yard waste placed at the curb of a residential premises being served under the Contract.

a. Solid Waste. Collection shall be from Contractor owned and provided 95 gallon or comparable sized carts. Articles that cannot be conveniently placed in carts, if within the weight and size limitations of this Contract, shall also be collected by Contractor. Generally, and except for bulk items, Contractor shall not be required to collect the contents of any container other than the Contractor provided cart.

b. Bulk Items. Bulk Item collection shall be included in solid waste collection and not as a separate pay item. Contractor shall pick up Bulk Items as defined in Section 9-053 of the Code (Contract Document A), on the same day as solid waste, once a month based on a schedule that identifies each residential section and a specified week for each month. Service units shall be

responsible for notifying the Contractor at least 24 hours in advance of the need for Bulk Item collection.

Contractor shall be responsible for complying with all applicable laws and regulations concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act, which prohibits the venting of refrigerants into the atmosphere. It shall be Contractor's responsibility to haul materials and insure that Freon-containing items, that are not tagged, are delivered to a designated facility for proper removal.

c. Yard Waste Collection: Collection of Yard Waste, as defined in Section 9-053 of the Code (Contract Document A), shall be included in solid waste collection and not as a separate pay item, with no limit on quantity. Contractor shall collect yard waste placed at the curb by service units beginning the first Monday on or after April 1 through the second full week of December. Contractor is not required to pick up yard waste that does not conform to Section 9-083 of the Code. Yard waste that is not bundled or placed in a paper yard waste bag shall be collected if placed in a can or other container that is identified in writing as containing yard waste.

d. Christmas Trees: Discarded Christmas trees devoid of any ropes, lights, metal, plastic or other hangers shall be collected separately during Christmas week and the following three weeks. Christmas trees shall be delivered to a compost site and not a landfill or disposal facility. Christmas trees collection, transportation and disposal is not a separate pay item, but is included in Contractor's solid waste collection.

e. Site Separated Recyclable Materials. Contractor shall collect Site Separated Recyclable Materials as defined in Section 9-053 of the Code (Contract Document A) placed in Contractor owned and provided carts from residential premises that have selected this option as a separate pay item, or if the Township requires Contractor to provide the service. The recyclable materials Contractor is required to collect are listed in Recyclable Materials Guidelines that are **Attachment 4**, which Contractor shall supplement to maximize the list to match the list of acceptable materials received at MFRs in the region. If the service recipient generates more Site Separated Recyclable Materials than can fit in the selected size cart, Contractor shall collect such excess if it is placed at curb side in an additional container placed next to the cart. If the service recipient has requested and received a smaller sized cart and repeatedly generates more than will fit in it, Contractor may provide and require use of a larger size cart. Contractor is prohibited from commingling Site Separated Recyclables in Contractor's vehicles with non-recyclables and from delivering such Recyclables to any place other than a lawful MRF or other transfer or processing facility. Contractor shall maintain records of the dates and volumes of recyclable materials collected and the MRF, transfer, or processing facility they were delivered to and provide those records to the Township upon request.

At no charge, Contractor shall make the Recycling Incentive Program described in **Attachment 5** available to every residential premises entitled to collection of site separated recyclable.

f. Improperly Set Out Solid Waste, Recyclable Materials, and Yard Waste. For materials placed at curb side but not collected due to deviation or violation of a restriction under this Contract, Contractor shall affix to the container, bag, or material, a sticker or tag stating that reason for the non-collection and create and maintain a written record of the date of that action and the affected address.

g. Annual suspension of services and payment obligations. A residential premises being serviced under the Contract shall have a right to have services and the obligation to pay for services suspended for a single period of up to three (3) consecutive months. Such a suspension may be in more than one calendar year provided that the period of suspension in any calendar year does not exceed three (3) months.

20. **Optional Service Specification.** As provided in the Contract, the Township has reserved the right to include site separated recyclable material collection as a required service to be provided with Solid Waste, Bulk Item, Unlimited Yard Waste, and Christmas Tree collections for a single rate.

21. **Invoicing, Township Administrative Charge, and Condominium/Subdivision Associations.**

a. Contractor shall be responsible for invoicing customers on a quarterly (3 month) basis. Invoices shall be in advance for services to be provided in that quarter and shall be provided to customers at least 30 days before the beginning of the quarter.

b. The quarterly rates that may be invoiced to customers by Contractor include a Township administrative charge of \$ 0.50. Contractor shall pay the Township all such administrative charges received by Contractor according to the following schedule:

April 7th for administrative charges received in January, February and March.

July 7th for administrative charges received in April, May and June.

October 7th for administrative charges received in July, August and September.

January 7th for administrative charges received in October, November and December.

c. Contractor's invoicing and collection efforts shall comply with Sections 9-066 and 9-067 of the Township Ordinance Code, with any late penalties applied by Contractor to be in compliance with the rates approved by the Township.

d. Resolution of any invoice or payment disputes with customers shall be Contractor's responsibility.

e. Contractor shall allow condominium and subdivision associations to assume the responsibility to pay for services provided to individual residential premises in the condominium or subdivision.

22. **Discounts.** The Rates in the Contract Document E Prices Schedule reflect the following discounts from the Base Rates:

a. 3 % for pre-payment for an entire year.

b. 3% for automated, electronic, or other guaranteed payment method.

c. 5% for automated, electronic, or other guaranteed annual pre-payment for an entire year.

c. 5 % for residential premises where at least one (1) occupant is a senior citizen (at least 65 years old.)

d. 5 % for residential premises where at least one (1) occupant is a veteran of the United States armed services who was released or discharged for other than dishonorable reasons.

e. A maximum discount per residential premises of 5 %.

23. **Additional Services Outside Contract.** The Contract does not require Contractor to provide the following services:
- a. Private Driveways: Contractor shall not be required to enter private driveways. However, a residential premises may arrange for such services directly with Contractor.
  - b. Non-Curb Side Pickups: There may be residential premises on the collection routes that are occupied by individuals who are or claim to be unable to move materials to the curb side for collection. These locations may arrange directly with the Contractor to move containers from and to the front of home for collection at curb side. Contractor shall provide this service as a separate pay item at the rate(s) in the Contract Document E Prices Schedule.
24. **Service Changes.** Changes in the type or level of service shall be handled between Contractor and the customer. Contractor shall initiate those changes and correct its records within 24 hours of receiving the customer's request.

#### **Project Specifications Attachments**

1. **List of Disposal/Processing Facilities**
2. **List of Equipment**
3. **Spill Response Plan**
4. **Recyclable Materials Guidelines**
5. **Recycling Incentive Program**



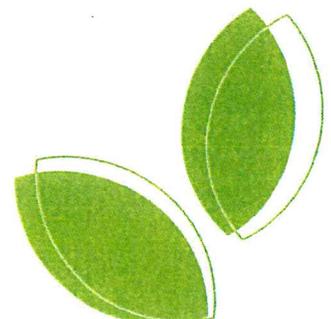
**CHARTER TOWNSHIP OF WATERFORD**

**Bidder Information Form and Affidavit – Exhibit I**

**Project Facilities**

**Please see the succeeding three pages that outline the disposal / processing facilities GFL will use should we be awarded the Charter Township of Waterford solid waste and disposal contract.**

**— Contract Document D – Attachment 1 —**





## **Charter Township of Waterford**

### **Residential Solid Waste Services**

#### **Disposal Sites**

Should GFL Environmental USA Inc (GFL) be awarded the Charter Township of Waterford Solid Waste and Disposal Contract, the following disposal and processing sites will be utilized.

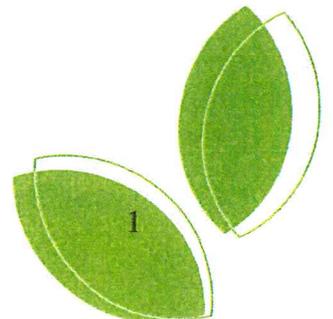
#### **Solid Waste**

- Eagle Valley Landfill  
600 Silver Bell Road  
Orion, Michigan 48359
- Oakland Heights  
2350 Brown Road  
Auburn Hills, Michigan

**Note 1:** The disposal and processing sites listed above meet the requirements contained in the Waterford Township bid document, are financially sound and meet all environmental laws and regulations.

They also, 1) have the capacity to accept the volume of material expected to be generated in Waterford Township, and 2) meet the length of time requirements set forth in the bid document for the original five-year term and any renewal period.

**Note 2:** At any time during the selection process, GFL is considered a candidate to be awarded the Waterford Township residential solid waste and disposal contract, we would at that time provide the Township with any additional information directly related to our disposal and processing sites.





## **Charter Township of Waterford**

### **Residential Solid Waste Services**

#### **Disposal Sites**

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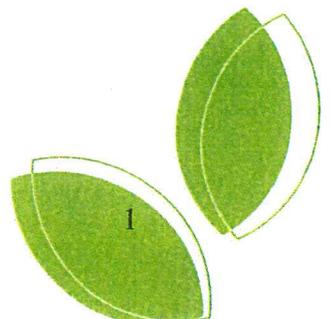
#### **Recycling**

- RRRASOC  
20000 W. 8 Mile Road  
Southfield, Michigan 48076
- GFL Environmental USA Inc  
900-950 Baldwin Road  
Pontiac, Michigan 48340

**Note 1:** The disposal and processing sites listed above meet the requirements contained in the Waterford Township bid document, are financially sound and meet all environmental laws and regulations.

They also, 1) have the capacity to accept the volume of material expected to be generated in Waterford Township, and 2) meet the length of time requirements set forth in the bid document for the original five-year term and any renewal period.

**Note 2:** At any time during the selection process, GFL is considered a candidate to be awarded the Waterford Township residential solid waste and disposal contract, we would at that time provide the Township with any additional information directly related to our disposal and processing sites.





## **Charter Township of Waterford**

### **Residential Solid Waste Services**

#### **Disposal Sites**

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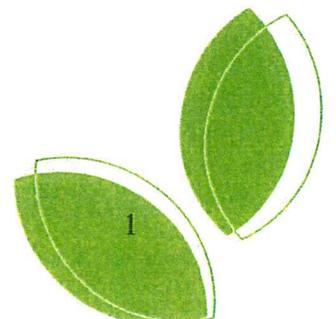
#### **Yard Waste**

- EWS – Environmental Wood Solutions  
3500 Giddings Road  
Lake Orion, Michigan 48359
- Newark Aggregate and Landscape Supply  
190 W. Newark Road  
Lapeer, Michigan 48446

**Note 1:** The disposal and processing sites listed above meet the requirements contained in the Waterford Township bid document, are financially sound and meet all environmental laws and regulations.

They also, 1) have the capacity to accept the volume of material expected to be generated in Waterford Township, and 2) meet the length of time requirements set forth in the bid document for the original five-year term and any renewal period.

**Note 2:** At any time during the selection process, GFL is considered a candidate to be awarded the Waterford Township residential solid waste and disposal contract, we would at that time provide the Township with any additional information directly related to our disposal and processing sites.





**CHARTER TOWNSHIP OF WATERFORD**

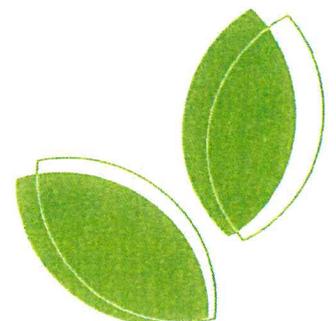
**Bidder Information Form and Affidavit – Exhibit J**

**Equipment List**

**Please see the succeeding two pages for a complete list of GFL equipment that will be used should we be awarded the Charter Township of Waterford contract.**

**All equipment used to service Waterford Township will meet the requirements outline in your bid document, pages 4 & 5, Section 6. Vehicle and Equipment Standards, Sub-Sections a. through h.**

**Contract Document D – Attachment 2**





## **CHARTER TOWNSHIP OF WATERFORD**

### **Residential Solid Waste Services**

#### **GFL Equipment List**

#### **Refuse, Recycling, Yard Waste and Auxiliary Equipment for the Charter Township of Waterford Bid # TWP-19-01.**

2017-2019 Ford F-450 Super Duty stake trucks with 3200 pound lift gates and full dump body unit.

2018-2020 Ford F-150 pick-up trucks for supervisors

2018-2020 Freightliner, M2 series, heavy duty trucks with 25-32 yard rear, side or front load Heil or Mc Neilus compaction units. These types of trucks will be used for household solid waste, standard collection, semi-automated or fully automated, and yard waste collection and transportation services.

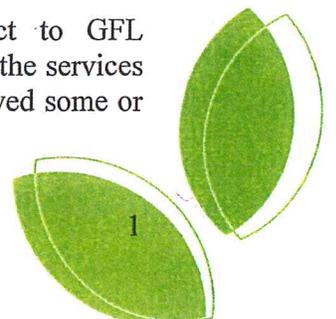
2018-2020 Freightliner M2 106 series will also be used for recycling collection and transportation. The compaction units will be manufactured by G S Products and have a capacity of 29-33 cubic yards.

2018-2020 Mack MR front load trucks, with 28-32 yard Heil compaction bodies, will be utilized to service all city facilities. We also have a large supply of front load containers to service all locations identified in the bid document.

2018-2020 Mack MR or Peterbilt 320 trucks will be utilized to provide any roll off service required at city facilities or for special projects. We also have a large supply of roll-off containers available.

Number of units will vary based on the time of the year and separate product volumes. Also, all units provided to service Waterford Township will be owned by GFL.

**Note:** Upon your recommendation to award the solid waste contract to GFL Environmental USA Inc., we will acquire all new or like new equipment for the services outlined within the Waterford Township bid document. If we have not received some or



all of our equipment by the contract start date, we have the ability to lease equipment that meets the requirements set forth within the bid document.

Additional equipment will be purchased as needed throughout the term of the contract to augment our original purchase outlined above and to meet the requirements set forth in the bid document.



## **Spill Response Plan**

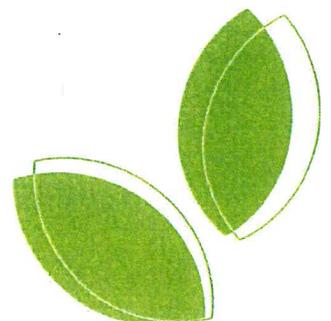
All GFL trucks are equipped with an emergency spill kit. In the event of a spill we have East Side Power Wash Incorporated on call 24/7. We will respond to a spill immediately to contain the situation with floor dry or other means of containment. East Side will then follow up with the rest of the clean-up. Before and after pictures are taken to ensure satisfaction of the resident, business, or municipality.

Furthermore, if the spill is bad enough or if it reached storm drains, we employ Doetche Environmental Services, a Haz-Mat Company that specializes in containment and clean-up of any hazardous release, to mitigate and remove any contaminants with their Vac trucks. We are committed to being responsible to our neighbors and the communities we service.

Action taken should a release occurs;

- Driver notices a spill / release and immediately responds to contain the area with his spill kit and notifies this immediate supervisor.
- Our dedicated Waterford Township supervisor immediately proceeds to the release area, assists the driver in containing the release and calls for future assistance if needed.
- If non-hazardous, we usually apply an absorbent, secure the area and after the area is dry we clean up the absorbent. If the area needs to wash down, we contact our response company. Spills will be communicated to the Township as they occur.
- Should a hazardous release occur, we follow the sets about and contact the Township immediately to alert the proper Township departments and we contact our Haz-mat response team. These types of releases very rarely occur.
- Follow-up inspections occur whenever necessary.

— Contract Document D – Attachment 3 —



# CURBSIDE RECYCLING GUIDELINES



**Newspaper**  
Remove bags, strings and rubber bands



**Cardboard & Paper Bags**  
Flatten cardboard & cut into pieces. No wax coated cardboard



**Magazines & Catalogs**  
Any size magazine



**Junk Mail**  
Envelopes, flyers, brochures, postcards etc.



**Office Paper**  
All types and sizes



**Phone Books**  
All types and sizes



**Paperboard**  
No wax coated paperboard

**YES**

- Clean pizza boxes
- Clean garden plastics
- Flatten cardboard boxes
- Empty and rinse containers
- Leave caps on plastic bottles
- OK to leave staples, clips, labels, stamps, spiral bindings and metal fasteners on paper products



**\*Plastic Jugs/Bottles**  
(#1 & #2)



**\*Household Plastic**  
(#3-#7)  
Empty containers only



**Paper Milk or Juice Cartons**  
Empty cartons only

**NO**

- Plastic bags
- Foam containers or products (Styrofoam)
- Wire hangers
- Window panes, mirrors, ceramics & Pyrex dishware
- Organic material and food waste
- Electronic waste (batteries, cell phones, computers, etc.)
- Paint, pesticides, oil & cleaners
- Waxed cardboard
- Needles or syringes
- Hazardous waste



**Pots & Pans**  
Kitchen cookware



**\*Aluminum Cans**  
Empty cans only



**\*Steel & Tin Cans**  
Empty cans only



**\*Clear and Colored Glass**  
Empty containers only

Contract Document D – Attachment 4



REV 03/17



## **Charter Township of Waterford**

### **Residential Solid Waste Services**

### **GFL Environmental USA Inc - Alternate Proposal 1**

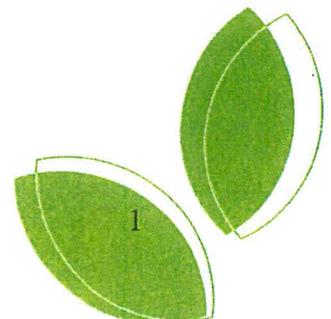
#### **Recycling Incentive Program**

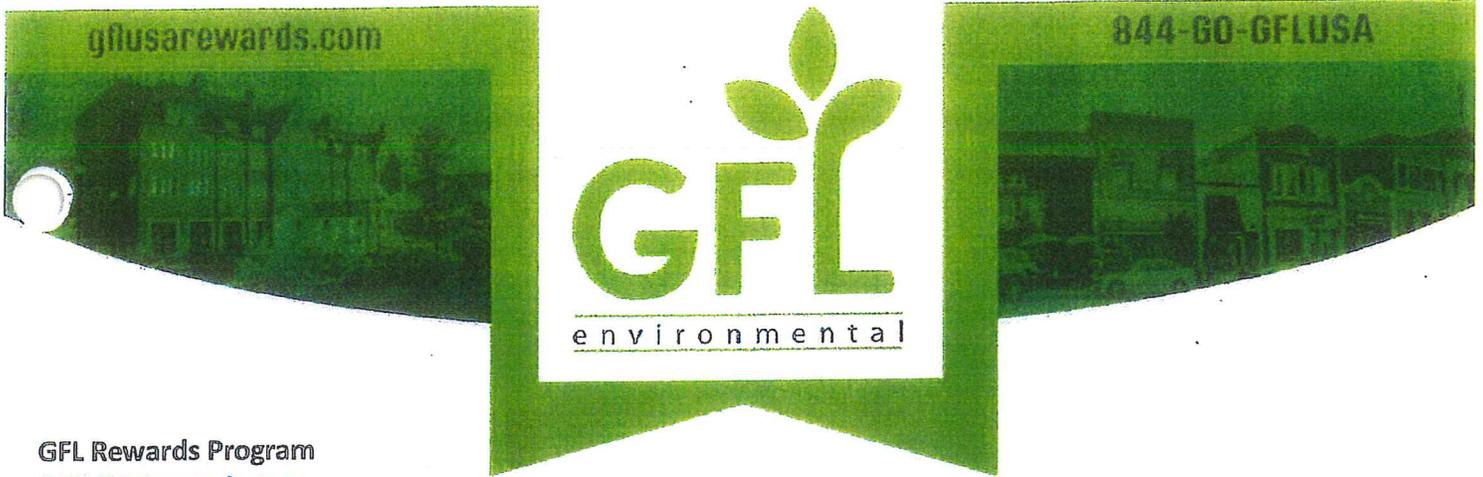
**“GFL REWARDS FOR RECYCLING” –GFL has made available to the Charter Township of Waterford a top of the line Recycling Rewards Program that compensates residents for their recycling efforts. Our rewards program is available to all residents in Waterford Township as an enhancement, there are no additional service charges. This very exciting program has a face value of \$0.35 per unit per month.**

**Please see the succeeding four (4) pages for an overview of the program.**

**CONTRACT PERIOD – Five year agreement starting March 30, 2020 with option to renew for an additional five year period. Also, all other services outlined in the Waterford Township bid document would remain as stated.**

**Contract Document D – Attachment 5**





**GFL Rewards Program**  
[GFLUSARewards.com](http://GFLUSARewards.com)

GFL Rewards is a recycling incentive program that boosts household participation in curbside recycling by providing cash saving Reward Certificates and Gift Cards to its active members. The Program works through a self-reporting system that allows homeowners to record their recycling activity. Active recyclers can access savings from hundreds of local, regional and national businesses and register for monthly Gift card give-a-ways.

**Active GFL Rewards Communities:**

**West Bloomfield Township**  
**City of Detroit**  
**City of Orchard Lake Village**  
**City of Sylvan Lake**  
**Shelby Township**  
**City of Taylor**  
**Bloomfield Hills**  
**Richmond Township**

**City of South Lyorr**  
**City of Walled Lake**  
**Clinton Township**  
**Eastpointe**  
**Highland Township**  
**Highland/Brighton/Novi**  
**Milford Township**  
**Milford Village**

**Roseville**  
**Southfield**  
**Village of Franklin**  
**Canton**  
**Chesterfield Township**  
**Flat Rock**  
**Livonia**

**Community Results:**

GFL Rewards is focused on delivering measurable results for its active markets. In addition to HH Participation and savings value to members, the program provides an invaluable tool for marketing and communication with the residents that GFL serves. E-Newsletters, monthly prize awards and other information provide a positive system of engagement with each community. Below are some sample results for active communities.

<b><u>Shelby Township</u></b>	(12 month average)
Program Website Page Views:	35,212
Offers Downloaded:	952
Avg. Savings per offer:	\$5.91
Estimated Monthly Savings:	\$5,621.43
Prize Value Received:	\$625
Community Newsletter Open Rate:	17%
Rewards Newsletter Open Rate:	22%

<b><u>West Bloomfield Township</u></b>	(12 month average)
Program Website Page Views:	34214
Offers Downloaded:	1,168
Avg. Savings per offer:	\$4.97
Estimated Monthly Savings:	\$5,802.16
Prize Value Received:	\$1,320
Community Newsletter Open Rate:	N/A
Rewards Newsletter Open Rate:	34%



CHARTER TOWNSHIP OF  
**WATERFORD**  
MICHIGAN

GFLUSA Rewards is a customer loyalty program (affinity program) for waste haulers and municipalities. The program is designed to deliver exponential increases in HH participation and waste diversion.



GFL USA Rewards encourages residents to recycle more products, more often and in return delivers great savings to businesses located within their own community.

The GFLUSA Rewards program is designed to be as simple and as flexible as possible. It is easy to set up and use for both you and your recycling customers.

it's easy being green



With 1562 saving offers within a 15 mile radius and Hundreds of dollars in Gift Cards given away in random drawings each month, residents SAVE while SAVING the planet!

*Without you ... it's just trash*





**Waterford Residents**  
**ACTIVATE your FREE ACCOUNT**  
**TODAY!**

**It's as Easy as 1-2-3!**

**1**



Step 1: Select Your Community

Continue

**From the Drop Down Menu  
Select Your  
Community**



**2**

First Name

Last Name

Email

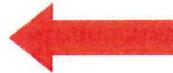
Password

Re-Enter Password

Cancel

**Enter Your Name  
Your Email Address**

**Create a  
Password**



**3**

Step 3: Enter Your Address

Address

Apartment/Unit Number

City

State

Zip

Click Here To Verify Address

**Please fill out your  
Mailing  
Address  
&  
Click to Verify  
Address**



**It's That Easy!**



April 2, 2019

Dear Waterford Resident,

In communities with the Rewards for Recycling program, we have found participation rates have increased substantially. Most communities have an activated membership of 35% plus in the program, with collected materials increasing due to the fact that more items are being accepted at the curb.

In areas where we have introduced our rewards program, we have found that local businesses have made up 40% of the total participating retailers with national and regional businesses making up the difference.

Our program is currently being used throughout mid-Michigan, primarily in Oakland and Genesee Counties and is offered in several communities in Florida and Kansas.

In addition to local and national savings, Rewards for Recycling gives out hundreds of dollars in gift cards every month to participating residents in random drawings. Gift Cards range in value from \$5 to \$25 and are generally national names like Amazon, Home Depot, iTunes, Bed Bath and Beyond just to name a few. Local businesses are encouraged to participate in the program by offering gift cards and coupons as well.

Finally, the Rewards for Recycling program promotes and encourages sustainability through outreach and education. E-mail blasts are sent to participating recyclers to encourage not just recycling (and the proper way to recycle to prevent contamination) but to reduce and reuse as well!

If you have any questions or concerns, or if you require additional information, please do not hesitate to reach out to me.

Warm regards,

Dan Garman, CEO  
Rewards for Recycling, LLC

DG/jkg

**SINGLE RESIDENTIAL WASTE HAULER CONTRACT DOCUMENT E**  
**CONTRACT PRICES SCHEDULE**

**I. QUARTERLY RATES FOR EACH YEAR OF CONTRACT THAT TOWNSHIP BOARD DOES NOT REQUIRE RECYCLING SERVICES TO BE PROVIDED BY CONTRACTOR AND PAID FOR BY RESIDENTS.**

**Required Services: Weekly solid waste collection from Hauler provided carts, with unlimited yard waste collection, monthly bulk item collection, and Christmas tree collection per Contract Project Specifications.**

<u>Contract Year # &amp; Beginning Date</u>	<u>Base Rate</u>	<u>Seniors (65)</u>	<u>Veterans</u>	<u>Auto Pay</u>	<u>Annual Prepay</u>
1 Monday 3/30/2020	\$37.76	\$35.87	\$35.87	\$36.63	\$36.63
2 Monday 3/29/2021	\$38.90	\$36.95	\$36.95	\$37.73	\$37.73
3 Monday 3/28/2022	\$40.09	\$38.08	\$38.08	\$38.89	\$38.89
4 Monday 3/27/2023	\$41.29	\$39.22	\$39.22	\$40.05	\$40.05
5 Monday 3/25/2024	\$42.52	\$40.39	\$40.39	\$41.24	\$41.24

**Optional Service that may be requested by Residents: Weekly site separated recyclable materials collection from Hauler provided cart per Project Specifications.**

<u>Contract Year # &amp; Beginning Date</u>	<u>Base Rate</u>	<u>Seniors (65)</u>	<u>Veterans</u>	<u>Auto Pay</u>	<u>Annual Prepay</u>
1 Monday 3/30/2020	\$14.15	\$13.44	\$13.44	\$13.72	\$13.72
2 Monday 3/29/2021	\$14.58	\$13.85	\$13.85	\$14.14	\$14.14
3 Monday 3/28/2022	\$15.01	\$14.26	\$14.26	\$14.56	\$14.56
4 Monday 3/27/2023	\$15.47	\$14.70	\$14.70	\$15.00	\$15.00
5 Monday 3/25/2024	\$15.93	\$15.13	\$15.13	\$15.45	\$15.45

**II. QUARTERLY RATES FOR EACH YEAR OF CONTRACT AFTER YEAR 1 THAT TOWNSHIP BOARD REQUIRES RECYCLING SERVICES TO BE PROVIDED AND PAID FOR.**

**Weekly solid waste and site separated recyclable materials collection from Hauler provided carts, with unlimited yard waste collection, monthly bulk item collection, and Christmas tree collection per Contract Project Specifications. [See Table on Page 2.]**

<u>Contract Year # &amp; Beginning Date</u>	<u>Base Rate</u>	<u>Seniors (65)</u>	<u>Veterans</u>	<u>Auto Pay</u>	<u>Annual Prepay</u>
1 Monday 3/30/2020	NA	NA	NA	NA	NA
2 Monday 3/29/2021	\$53.48	\$50.81	\$50.81	\$51.87	\$51.87
3 Monday 3/28/2022	\$55.10	\$52.34	\$52.34	\$53.45	\$53.45
4 Monday 3/27/2023	\$56.76	\$53.92	\$53.92	\$55.06	\$55.06
5 Monday 3/25/2024	\$58.45	\$55.53	\$55.53	\$56.70	\$56.70

**III. SERVICE SUSPENSIONS.** A residential premises shall have the right to have services and the obligation to pay for services suspended for a single period of up to three (3) consecutive months, which may be in more than one (1) contract year provided that the period of suspension in any contract year does not exceed three (3) months.

**IV. RATES FOR CONTRACTOR OWNED CARTS.**

The Contract requires the Contractor to provide each residence with a Contractor owned solid waste cart and a recycling cart (if recycling is chosen by the resident as an option or required by the Township.) Residents may request one or more additional Contractor owned carts upon payment of the following rates:

95 gallon or comparable size	\$ 85.00
64 gallon or comparable size	\$ 75.00

The rate for changing the size of a cart originally selected by a residence after the three (3) month period allowed by the Contract to do so without charge is: \$ 105.00

**V. ADDITIONAL QUARTERLY RATES FOR CONTRACTOR TO COLLECT SOLID WASTE, YARD WASTE, BULK ITEMS, AND RECYCLABLES (IF APPLICABLE) FROM FRONT OF RESIDENCE INSTEAD OF CURBSIDE.**

Proposed additional quarterly charges for non-curb side collection under Project Specification Section 23 b.

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
\$ 27.00	\$ 28.00	\$ 29.00	\$ 30.00	\$ 31.00

## **SINGLE RESIDENTIAL WASTE HAULER CONTRACT DOCUMENT F INSURANCE REQUIREMENTS**

The Contractor and all subcontractors shall have the following insurance prior to the Contract being signed by the Township and shall maintain that insurance for all times and work covered by the Contract. Written proof of such insurance shall be provided to the Township Clerk in the form of Certificates of Insurance. Insurance shall be with companies licensed and authorized to do business in the State of Michigan with a rating acceptable to the Township.

**Workers' Compensation Insurance:** Workers' Compensation Insurance and Employers' Liability Insurance Coverage in accordance with all applicable State and Federal laws.

**Commercial General Liability Insurance:** Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$5,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Liability; and (D) Broad Form General Liability Extensions or equivalent.

**Motor Vehicle Liability:** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, for all vehicles used in the performance of the Contract, with limits of liability of not less than \$5,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

**Pollution Liability:** Pollution Liability Insurance providing coverage for sudden and gradual environmental contamination with limits of liability of not less than \$5,000,000.00 per occurrence and aggregate for Bodily Injury, Property Damage, investigations, legal defense, and for on-site and off-site cleanup costs that include but are not limited to mitigation, transportation, storage, and removal of all hazardous waste.

**Excess/Umbrella Coverage:** A policy of Excess or umbrella liability insurance may be relied on to satisfy the minimum limits of any required liability coverage that are not provided by the specified liability policy.

**Additional Insured:** Commercial General Liability, Motor Vehicle Liability, and Pollution Liability Insurance shall include an endorsement of the Charter Township of Waterford and its officials, employees, boards, commissions, authorities, volunteers and agents as primary, noncontributory additional insureds.

**Notices to Township:** All required insurance policies shall include an endorsement providing prior written notice to the Township at the address below of a termination, cancellation, non-renewal, or material change in coverage, with such endorsements to be confirmed on the Certificates of Insurance provided to the Township. Charter Township of Waterford, Attn: Clerk, 5200 Civic Center Drive, Waterford, MI 48329-3111

**SINGLE RESIDENTIAL WASTE HAULER CONTRACT DOCUMENT G**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That GFL Environmental USA, Inc., as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Charter Township of Waterford (herein called Township), in the amount of \$500,000.00, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, on August 26, 2019, the Township approved the award of a Contract to Principal for the project known as Single Residential Waste Hauler Contract, conditioned on Principal providing this Performance Bond, which Contract upon being fully signed, shall by reference be automatically made a part hereof and is referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if Principal shall comply with all of the requirements and provisions of the Contract, this obligation shall be null and void. Otherwise it shall remain in full force and effect.

Upon Principal's failure to pay the Township an amount owed within the time required by the Contract, or default in one or more obligations under the Contract and failure to cure the default in response to a Township notice to the Principal and Surety by the Township, resulting in Principal being in default on a payment obligation to the Township or the Township exercising or having the right to exercise an option to perform some or all of the work required of Principal by the Contract, and the Township notifying Principal and Surety to pay Township an amount of money up to the amount of this Bond that is documented by the Township as being the amount of the delinquent payment obligation or the cost, including attorney fees, it has incurred or will incur in performing or securing performance of Principal's obligations, including attorney fees, Surety agrees to deliver the required payment to the Township within 30 days. The Township payment notice shall be sent by registered mail or overnight delivery service.

At least 60 days prior written notice shall be given to the Township by the Surety of any intention to cancel, replace, or materially alter this bond, such notice to be given by registered mail to the Township and Principal.

PRINCIPAL

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

\_\_\_\_\_  
(See attached notarization of signature)

SURETY

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

\_\_\_\_\_  
(See attached notarization of signature)

# International Fidelity Insurance Company

## Consent of Surety

The Charter Township of Waterford  
5200 Civic Center Drive  
Waterford, MI 48329

RE: GFL Environmental USA Inc.

The International Fidelity Insurance Company, herein referred to as Surety, a corporation organized and existing under the laws of the State of New Jersey and duly authorized to transact business in the State of Michigan, hereby agrees that if the contract for Single Residential Waster Hauler, for which the accompanying proposal is made, be awarded to GFL Environmental USA Inc., the Surety will furnish a performance bond in an amount as set forth in the terms of the contract.

Signed, sealed, and dated this 30<sup>th</sup> day of July, 2019.

**International Fidelity Insurance Company**

By: Arthur L. Colley  
Arthur L. Colley, Attorney-in-Fact

Bond # Consent of Surety

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**BONNIE T. ATNIP, NICOLE M. COLLEY, ARTHUR L. COLLEY**

Charlotte, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2018



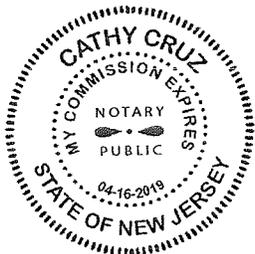
STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, International Fidelity Insurance Company and Allegheny Casualty Company



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 30, 2019

Irene Martins, Assistant Secretary